

Gc
974.702
N422t
1600728

M. L.

MET
35-

REYNOLDS HISTORICAL
GENEALOGY COLLECTION

ALLEN COUNTY PUBLIC LIBRARY



3 1833 02231 1432



Digitized by the Internet Archive
in 2015

ABSTRACTS



OF



FARM TITLES

IN THE CITY OF NEW YORK,

BETWEEN 39TH AND 75TH STREETS, EAST OF THE COMMON LANDS.

WITH MAPS.

BY

H. CROSWELL TUTTLE, *Counsellor-at-Law.*

New York :

THE SPECTATOR COMPANY, PRINTERS, 16 DEY ST.

1877.

Entered according to act of Congress, in the year 1877, by
H. CROSWELL TUTTLE,
In the office of the Librarian of Congress, at Washington, D. C.

P R E F A C E .

THE frequency with which lawyers are called upon to examine titles in the same tract, and often without an abstract, has taught conveyancers the expediency of preserving full memoranda of such examinations. In order to avoid going over the same ground again and again it is necessary that such memoranda contain, if not verbatim copies, at least, full abstracts of the descriptions in the different deeds. These descriptions, especially in the earlier records, are so long and verbose as to render the copying of them a tedious and protracted labor. Still, as those tracts contain rarely less than three hundred, and often more than a thousand city lots, the probability of having other titles in that tract makes this considerable outlay of time and trouble at the outset profitable in the end. By printing the abstracts once for all this tedious necessity of copying and re-copying would be done away with. The author, finding in his possession, as the accumulation of many years, a large collection of such full notes on the different farm titles as might easily be elaborated for publication, believed that the saving of labor thus effected would create a sufficient demand to pay the expenses of printing. The many attractive advantages of a printed book over manuscript and loose lead pencil memoranda would also be secured. The frequent and wearisome operation of "digging out" the title would be thus rendered unnecessary. Such a work, too, by arranging the abstracts consecutively in the order of the situation of the respective tracts would greatly assist in locating the descriptions used in the early deeds. The almost invariable practice in these early descriptions, of bounding the tract conveyed by the land of the adjacent owners, renders necessary a knowledge of their title also in order to pass intelligently on the location and boundaries of the premises in question. The "Blue Book," which is at present the best available means of locating descriptions, shows the names of the different owners and the shapes of the farms as divided in the year 1815. At different dates the dimensions of these tracts, and the names of their then owners, must, of course, vary. Thus a description in an earlier deed might describe the lines of the tract under examination as running along the land of "Andries Anderson." Whether Anderson's land was the same as that marked "James Beekman" in the Blue Book, and if not, how it differed is a problem that can be solved only by having an abstract of James Beekman's title with full descriptions. A proper investigation of B's title also in like manner involves a knowledge of the names of his

5.00 - P.O.# 8631-9-23-71 - Goodspeed

PREFACE.

neighboring owners from time to time, and of the boundaries given in their deeds. This bringing together of the descriptions of adjoining tracts in a convenient form should shed much light on questions of disputed boundaries. The general removal of the farm fences and other ancient landmarks has subjected the boundaries of these tracts to peculiar uncertainty. The carelessness and encroachments of two centuries must, of course, have moved many of the fences from their true original line. When these farms were subsequently conveyed, instead of having a new survey made and the property conveyed according to the changed boundaries, the descriptions in the old deeds were generally retained verbatim. The fences being now removed, it is difficult to find satisfactory evidence of where they stood, and whether they stood in the same place long enough to give a title by adverse possession or to constitute a practical location. The memories of witnesses as to the position of old fences are generally contradictory and unreliable, so that the various maps in the Register's, Tax and Comptroller's offices are about the only available evidence. These, unfortunately, vary. Grave questions also arise as to how far these maps prove where the fences actually stood, and in what cases they would be admissible to contradict the written deed. Since the obliteration of the lines of the farm fences these descriptions become, if not in all cases a controlling, yet always a very important element in the problem of boundaries. It has been a special aim of this work to give the descriptions in the deeds verbatim and to continue the titles back as far as possible in the records either here or at Albany. All the patents are given in full and are easy of certain location, except in the case of the Turtle Bay Farm. Copies of nearly all the more important maps in the Register's office have been added. Diagrams have been carefully made of each tract, according to the descriptions in the deeds, and the differences between these and the recorded maps noted.

Wide margins and extra pages are given for notes and corrections ; so that, if the work falls short in any particular of that accuracy which the author has endeavored to attain, it will nevertheless be valuable to each conveyancer as a means of preserving his notes in a convenient, compact and accessible form, with the most laborious parts thereof already printed. The book, so revised and annotated by each individual lawyer from time to time as he examines the different tracts, will have a particular value to him. The author, however, would state that he has endeavored to secure accuracy by comparing every part of the work at least twice with the original records.

H. C. TUTTLE.

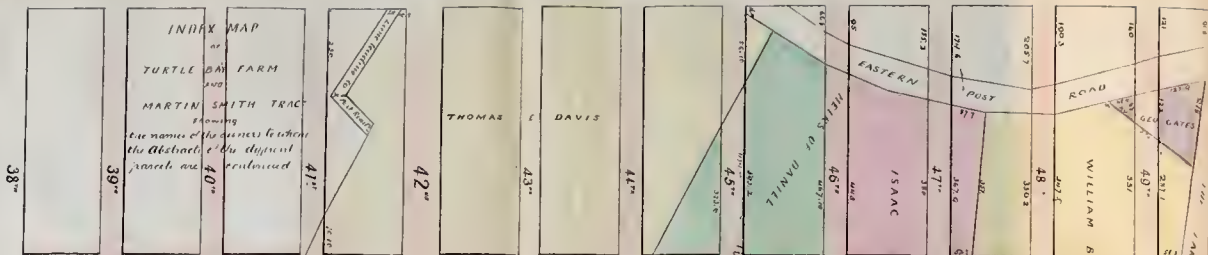
TABLE OF CONTENTS.

	PAGES.
The Martin Smith Tract.....	3 to 14
The Turtle Bay Farm—General Title.....	15 " 34
" " Subdivision No. 1.....	35 " 56
" " " No. 2.....	57 " 70
" " " No. 3.....	71 " 81
" " " No. 4.....	83 " 96
" " " No. 5.....	97 " 108
" " " No. 6.....	109 " 117
The James Beekman Tract.....	119 " 140
The Catharine Livingston Tract.....	141 " 150
The George Youle Tract.....	151 " 162
The Thomas Buchanan Tract.....	163 " 172
The Brevoort and Odell Tract.....	173 " 178
The Thomas C. Pearsall Tract.....	179 " 188
The Philip Brasher Tract.....	189 " 197
The Thomas Addis Emmet Tract.....	199 " 208
The Adam Tredwell Tract.....	209 " 225
The Abraham and William Beekman Tract.....	227 " 247
The Peter Sawyer Lot.....	249 " 270
The Widow Hardenbrook Tract.....	271 " 286
The Louvre Farm—General Title.....	287 " 300
" " Subdivision No. 1.....	301 " 314
" " " No. 2.....	315 " 325
" " " No. 3.....	327 " 350
" " " No. 4.....	351 " 358
" " " No. 5.....	359 " 366
" " " No. 6.....	367 " 390
Index Maps.....	3, 119, 249
Tables of Chains, Links and Variations of the Needle.....	Appendix.



THIRD

AVENUE



SECOND

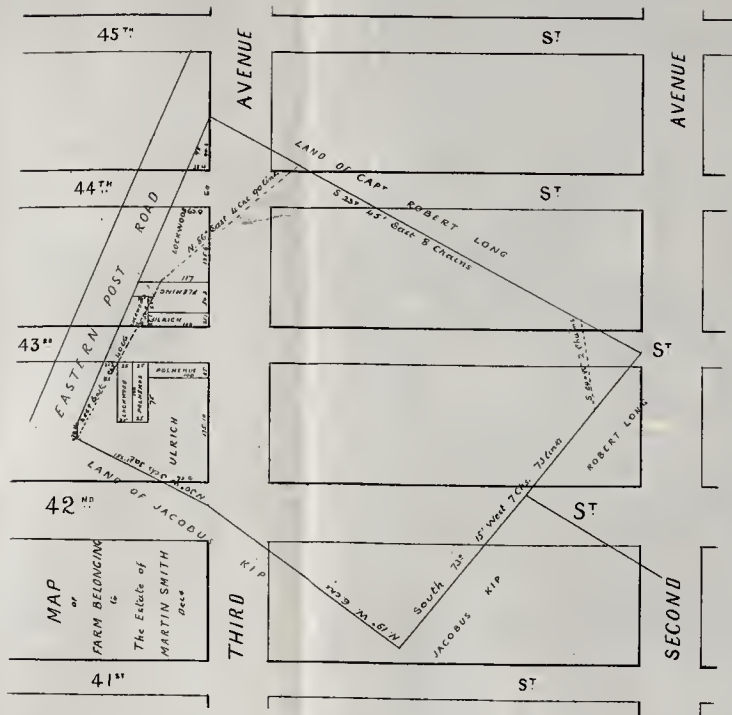
AVENUE



FIRST

AVENUE





THE MARTIN SMITH TRACT.

THE accompanying map shows the boundaries of this tract as claimed about the year 1830. The boundary lines, as given in the earlier deeds, dated in 1786, differ somewhat from these, and are designated by dotted lines on said map. The "old road to Kingsbridge" does not appear to be here identical with the Eastern Post Road, as later established, but ran in a more Easterly direction by an angle of over forty degrees, the old road running North eighty-six degrees East, and the Eastern Post Road North forty-four degrees thirty minutes East, as per description in deed from the city, recorded in 244 Conveyances, page 258.

This tract extends according to the said earlier deeds, but ten chains East of the old road, as measured along its Northerly boundary, and consequently if the line of this road ran as far West as the Eastern Post Road did in 1830, this length of ten chains would not carry the bounds of this tract as far East as the land of Captain Robert Long (Turtle Bay Farm).

An eastward deflection of the old road similar to that indicated in these early deeds, is shown on an old map of the city made by Lieutenant B. Ratzer, which was laid out in 1766 and 1767. The original of this map is said to have been in the possession of J. Carson Brevoort, Esq.

This tract was vested in Cornelius Vanderhoof prior to 1770, as appears from the will of Jacobus Kip, dated in that year

The said Cornelius Vanderhoof died seised of said farm, leaving a will as follows :

Last Will and Testament
of
CORNELIUS VANDERHOOF.

}

Dated 9th Aug., 1773.
Proved 28th Sept., 1784.
37 Wills, 222.

The testator, after directing payment of all his debts and funeral expenses, and authorizing his executors to sell his estate at public or private sale, devises to his eight children, John, Abraham, Matthew, Leah, Cornelius, Henry, Catharine and Isaac, and to their heirs and assigns forever, all the remainder, rest and residue of his estate, both real and personal, as tenants in common.

It is further provided, that in case any of his children should die under age of twenty-one years, and without lawful issue, his share is to go to the survivors of all his children, their heirs and assigns as tenants in common.

Two of said children, as appears from recitals in Liber 234, conveyances page 58, died under age and without issue, thus leaving each of the survivors seised of one undivided sixth part of said tract, according to the provisions of the will.

MATHEW VANDERHOOF

to

THOMAS WHITE.

}

LEASE FOR ONE YEAR.
Dated 6th June, 1786.
Proved 22d Feb., 1828.
Rec. 10th March, 1828.
234 Conveyances, 48.
Consideration, 10s.

DEMISES : "All that certain tract of land, with the buildings and improvements thereon, situate lying and being in the outward of the city of New York in the Bowery division, being butted and bounded as follows, viz.: Beginning at the extremity of the East line of Jacobus Kip, on the road leading from the city of New York to Kingsbridge, from thence running North fifty-six degrees, East four chains and forty links, thence North eighty-six degrees, East four chains and ninety links, both along the highway leading as aforesaid from the City of New York to Kingsbridge, from thence along the land late of Captain Robert Long, but now of the heirs of Sir Peter Warren, deceased, South twenty-three degrees, forty-five minutes, East eight chains, then South twenty-four degrees, West two chains, then South seventy-three degrees, fifteen minutes, West seven chains seventy-three links, by the land part late of the said Captain Robert Long, the other part by the land late of Jacobus Kip. thence running by the said land late of the said Jacobus Kip, North nineteen degrees, West six chains along the said land, North thirty degrees, West three chains and thirty links to the first-mentioned bounds ; containing eight acres of land.

To have and to hold for the term of one year.

DEED.

MATHEW VANDERHOOF

to

THOMAS WHITE.

Dated 7th June, 1786.
 Proved 22d Feb, 1828.
 Rec. 10th March, 1828.
 234 Conveyances. 50
 Consideration £22

CONVEYS one full and equal sixth part, and also all right,

title, and estate of said Mathew Vanderhoof, in same premises, using the same description as previous instrument.

DEED.

ABRAHAM PARSELL *and*
 LANAH, *his wife*,
(daughter of CORNELIUS
 VANDERHOOF),
to
 THOMAS WHITE.

Dated 5th Feb., 1788.
 Ack. 4th Feb., 1788.
 Rec. 10th March, 1828.
 234 Conveyances, 52.
 Consideration, £20.

CONVEYS one full and equal sixth part, and also all estate, right, title and interest in same premises, by same description.

DEED.

CORNELIUS VANDERHOOF
and LYDIA *his wife*,
to
 THOMAS WHITE.

Dated 1st May, 1788.
 Ack. 1st May, 1788.
 Rec. 10th March, 1828.
 234 Conveyances, 55.
 Consideration, £20.

CONVEYS one full equal sixth part, and also all estate, right, title and interest in same premises, by same description.

DEED.

CATHERINE VANDERHOOF
to
 THOMAS WHITE.

Dated 19th April, 1794.
 Proved 22d Feb., 1828.
 Rec. 10th March, 1828.
 234 Conveyances, 57.
 Consideration, £35.

CONVEYS full and equal undivided sixth part, and also all

estate, right, title and interest in and to same premises by same description.

DEED.

THOMAS WHITE *and*
ANN, *his wife*,
to
MARTIN SMITH.

Dated 4th April, 1796.
Ack. 4th April, 1796.
Rec. 10th March, 1828.
234 Conveyances, 61.
Consideration, £800.

CONVEYS four full equal undivided sixth parts of same premises by same description.

The share of the remaining surviving child appears to have become vested in Henry Brevoort.

DEED.

HENRY BREVOORT
to
MARTIN SMITH.

Dated 16th April, 1796.
Ack. 16th April, 1796.
Rec. 10th March, 1828.
234 Conveyances, 64.
Consideration, £200.

CONVEYS one full and equal sixth part of same premises by same description.

DEED.

ISAAC VANDERHOOF
to
MARTIN SMITH.

Dated 16th April, 1796.
Ack. 16th April, 1796.
Rec. 10th March, 1828.
234 Conveyances, 66.
Consideration, £200.

CONVEYS one full and equal sixth part, and also all estate

right, title and interest in and to same premises by same description.

Last Will and Testament
of
MARTIN SMITH.

} Dated 29th April, 1801.
} Proved 12th June, 1801.
} 43 Wills, 423.

“First, after all my just debts and funeral expenses are paid, I give, devise, and bequeath unto my beloved wife Margaret Barbara Smyth, during the term of her natural life, all my real and personal estate whatsoever and wheresoever. Secondly, after the decease of my said wife, my will and desire is, and I do hereby devise, give and bequeath, all my said real and personal estate unto my children, Christina, Elizabeth, John Casper, Margaret Rachel and Henry, and to the survivor and survivors of them; but my will and desire is that no division of my said property shall take place untill my youngest child, or the next youngest surviving, shall become of lawful age.”

The title here diverges, the portion East of Third Avenue having been conveyed to Charles Henry Hall, and the portion West of said Avenue having been divided among the devisees of Martin Smith.

TITLE TO PORTION OF FARM EAST OF
THIRD AVENUE.

QUITCLAIM DEED.

SAMUEL MINER *and*
MARGARET BARBARA, *his wife*,
to
CHARLES HENRY HALL.

Dated 18th April, 1825.
Ack. 18th April, 1825.
Rec. 31st May, 1825.
190 Conveyances, 394.
Consideration, \$1,700.

CONVEYS all that piece and parcel of land situate, lying and being in the, at present, Ninth (formerly Seventh) Ward of the said City of New York, bounded on the North, and on the East, by lands belonging, or lately belonging, to Thomas Charles Winthrop, Esq., on the South by lands belonging to the heirs of Jacobus Kip, deceased, and on the West by the street called the Third Avenue, of the said city.

Containing six acres, or thereabouts, be the same more or less.

DEED.

JOHN C. SMITH *and* RACHEL, *his*
wife, HENRY SMITH, HENRY
ULRICH *and* ELIZABETH, *his*
wife,
to
CHARLES HENRY HALL.

Dated 18th April, 1825.
Ack. 18th April, 1825.
Rec. 31st May, 1825.
190 Conveyances, 398.
Consideration, \$2,040.

CONVEYS all of three equal undivided fifth parts of same premises by same description.

DEED.

<hr/> JOHN FLEMING <i>and</i> CHRISTIANA, <i>his wife</i> , <i>to</i> CHARLES HENRY HALL. <hr/>	}	Dated 18th April, 1825. Ack. 22d April, 1825. Rec. 31st May, 1825. 190 Conveyances, 400. Consideration, \$680.
---	---	--

CONVEYS all of one equal undivided fifth part of same premises by same description.

DEED.

<hr/> THOMAS GARDNER, <i>and</i> MARGARET, <i>his wife</i> , <i>to</i> CHARLES HENRY HALL. <hr/>	}	Dated 18th April, 1825. Ack. 24th Jan., 1826. Rec. 6th Feb., 1826. 202 Conveyances, 21. Consideration, \$680.
--	---	---

CONVEYS all of one equal undivided fifth part of same premises by same description.

For the rest of the title of the portion of this farm lying East of Third Avenue, see that of sub-division one of Turtle Bay Farm hereinafter shown.

TITLE TO PORTION OF FARM WEST OF
THIRD AVENUE.

DEED.

THOMAS GARDNER, *and* MARGARET, *his wife*, SAMUEL MINER *and* MARGARET BARBARA, *his wife*,

to

HENRY ULRICH *and*
HENRY SMITH.

Dated 9th Aug., 1827.
Ack. 9th August, 1827.
Rec. 22 Sept., 1827.
225 Conveyances, 256.
Consideration, \$550.

CONVEYS all that equal undivided fifth part of a certain tract or parcel of land situate between the old Harlæm Road and the Third Avenue, and terminating at the point of their intersection; bounded Westerly by the Harlæm Road, Easterly by the Third Avenue, Northerly by the intersecting roads, and Southerly by land late the property of Jacob Kip, as the said tract is now fenced in and enclosed by the said Samuel Miner, one of the said parties of the first part. The premises hereby intended to be released being the one equal undivided fifth, or share, devised to Margaret, the wife of Thomas Gardner, by virtue of the last will and testament of her deceased father, Martin Smith, amounting in all to about one fifth of two acres, be the same more or less.

DEED.

SAMUEL MINER *and* MARGARET
 BARBARA, *his wife*, HENRY
 ULRICH *and* ELIZABETH, *his*
wife, JOHN CASPER SMITH *and*
 RACHEL, *his wife*, HENRY
 SMITH *and* ELIZA, *his wife*,
to
 RALPH LOCKWOOD.

Dated — July, 1831.
 Ack'd. 17th and 18th
 July, 1831.
 Rec. 21st July, 1831.
 275 Conveyances, 543.
 Consideration, \$800.

CONVEYS all the one equal undivided fifth part, and also all the one equal undivided half of one other equal undivided fifth part of same premises as the previous deed, by same description, further reciting that the same were "parcel of the premises devised by Martin Smyth, of the City of New York, to his wife and children, and the one-fifth above described, and hereby conveyed, being the one-fifth of said land devised by said Martin Smyth to his son Henry Smith, and the one-half of the one-fifth above described being the one-half of the one-fifth of the same premises devised by the said Martin Smyth to his daughter Margaret, now wife of Thomas Gardner, and by said Thomas Gardner and wife conveyed to the said Henry Smith and Henry Ulrich."

Subject to two mortgages, one to John G. Coster, recorded in Liber 115, Morts. 31 (which was discharged of record on 19th March, 1836), and the other to Abram Barker, recorded in Liber 132, morts. 35, which was discharged of record on 19th March, 1836.

DEED.

RALPH LOCKWOOD
to
 IRA LOCKWOOD.

Dated 16th April, 1832.
 Ack. 16th April, 1832.
 Rec. 16th April, 1832.
 282 Conveyances, 638.
 Consideration, \$1,200.

CONVEYS same premises by same description, subject to same mortgages.

DEED.

IRA LOCKWOOD *and*
CLEMENTINE, *his wife,*
to
RALPH LOCKWOOD.

Dated 7th Jan., 1836.
Proved 14th Jan., 1836.
Rec. 22d Jan., 1836.
346 Conveyances, 305.
Rec. with fuller proof
on 9th April, 1839.
394 Conveyances, 560.
Consideration, \$2,000.

CONVEYS same premises by same description, subject to same mortgages.

DEED.

JOHN C. SMITH *and* RACHEL
his wife,
to
SAMUEL MINER.

Dated 1st May, 1828.
Ack. 3d May, 1828.
Rec. 22d May, 1836.
351 Conveyances, 548.
Consideration, \$500.

CONVEYS all that one-fifth part of a certain triangular piece, or parcel of land situate in the Twelfth Ward of the City of New York, and bounded and described as follows viz.: East by the Third Avenue, West by the old Boston Turnpike Road, South by lands belonging to the heirs of Jacobus Kip, and North by the angle formed by the junction of the said old Boston Turnpike Road and the Third Avenue aforesaid. Containing one acre and an half an acre, be the same more or less.

DEED.

SAMUEL MINER
and MARGARET, *his wife,*
to
HENRY ULRICH.

Dated 13th Sept., 1834.
Ack. 15th Sept., 1834.
Rec. 17th Sept., 1834.
319 Conveyances, 91.
Consideration, \$200.

CONVEYS same premises as previous deed by same description.

DEED.

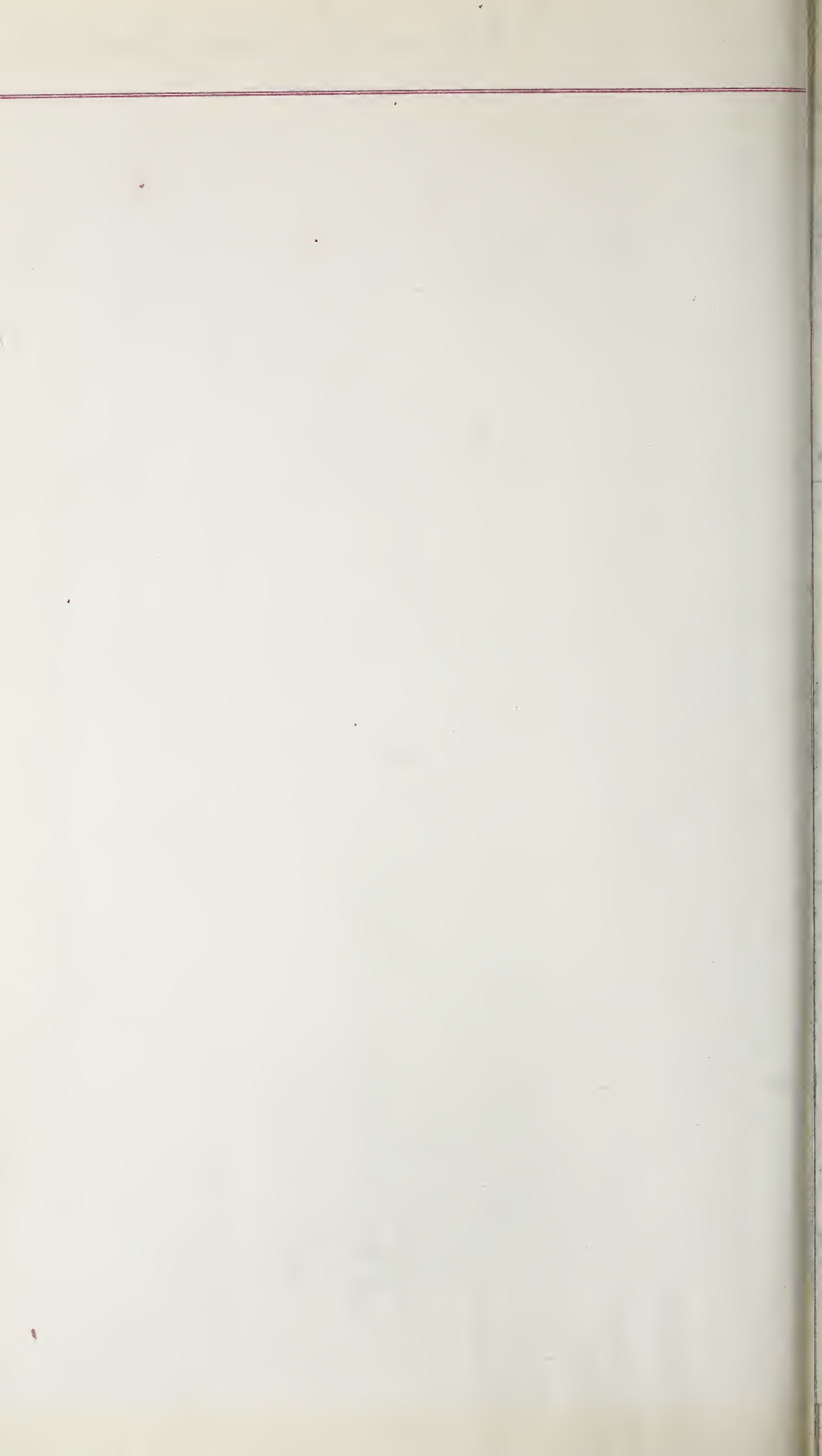
JOHN FLEMING,
and CHRISTINA, *his wife*,
to
JAMES POLHEMUS.

Dated 5th March, 1834.
Ack. 5th March, 1834.
Rec. 6th March, 1834.
312 Conveyances, 12.
Consideration, \$800.

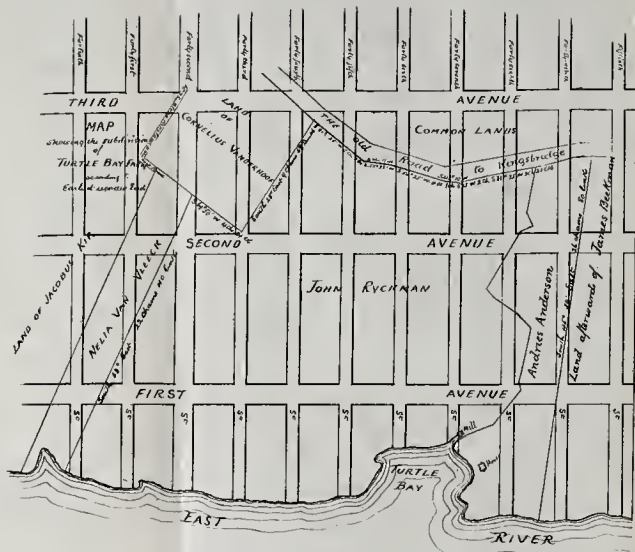
CONVEYS two lots, each twenty-five feet wide by one hundred feet long, to be selected out of the part set apart to Christina Fleming, and to be a corner lot on avenue with one additional middle lot.

This property was then partitioned among the owners thereof, as shown on the diagram at the head of this abstract. For partition deeds see Liber 346, Convs., pages 287, 299, 301, and 302.

Notes on the Martin Smith Tract.







THE TURTLE BAY FARM.

The accompanying diagram shows the farm as the same was sub-divided about the year 1760.

The line of the "old road to Kingsbridge" is plotted out according to the description in deed to Francis B. Winthrop, (288 Conveyances, page 503, hereinafter set forth). The description in this deed is evidently copied verbatim from the earlier deeds not recorded. The road indicated in these deeds was apparently not identical with the "Eastern Post Road," as shown in the later maps. The various courses of the Easterly side of this road, as given in said deeds differ, materially, in length and direction, from those shown on map of Turtle Bay Farm, numbered 314 in New York Register's office, which map was made upon the division of the farm among the devisees of Francis B. Winthrop in 1820. This old road also ran over 100 feet East of the Eastern Post Road as there laid down. Ac-

cording to this map, measuring along the Northerly boundary of Turtle Bay Farm the distance from the road as there laid down to high water mark is 1,876 feet, whereas in said early deeds it is but 26 chains and 80 links, about 1,770 feet.

The course, which ran along the Northerly boundary of the Martin Smith estate, is in length but 9 chains and 68 links, (about 640 feet), according to said deed. This distance, if measured from the Eastern Post Road, as established in said map, would not be long enough to reach the Eastern boundary of the said Smith estate, by over 100 feet. The result of measuring these courses from the Eastern Post Road, as represented on said map, number 314, would be to make the property conveyed to Francis B. Winthrop overlap upon the Easterly boundary of the said Smith estate over 100 feet.

As to the fact that at the time the survey was made from which the description in said deed, recorded in Liber 288, Conveyances, page 503, was taken, the road therein mentioned ran East of the Eastern Post Road, as more recently established, see also remarks in the abstract of the Martin Smith tract, ante page 3.

In considering the general early title of the Turtle Bay Farm, we will first trace the title to the main portion marked "John Ryckman," on the annexed diagram, and then of the portion marked "Nelia Van Vleeck," and lastly, the title of the portion marked "Andries Anderson."

TITLE TO JOHN RYCKMAN PORTION.

This piece lies partly within the patent granted by the Dutch Governor to George Holmes and Thomas Hall, of which the following is a translation :

PATENT.

WILLIAM KIEFT, *Governor, etc.*,

to

GEORGE HOMES *and*

TOMAS HAL.

Dated 15th Nov., 1639.

We, William Kieft, Director-General, and Councillors of the High and Mighty Lords, the States General of the United Provinces, and his Highness of Orange, and their Excellencies, the Manages of the Incorporated West India Company, in New Netherland residing, do, by these presents, publish and declare that we, on this day (the date underwritten), have given and granted to George Homes, Tomas Hal, Tobacco Planters, being partners, a certain piece of land lying in the Island Manhates, extending in breadth from Dewtel Bay along the East River till to the Hill of Schepmoes, where the Beach tree lies over the water, and then in its length from the said river straight into the woods, and of the same breadth all along the water, one hundred rods of thirteen feet to the rod, upon the express condition and terms that George Homes and Tomas Hal, or their successors, shall acknowledge the noble Lords, the managers aforesaid, as their Masters and Patrons under the Sovereignty of the high and mighty Lords, the States General, and hereto their Director and Council, to be obedient, as good citizens are bound to do, submitting themselves to all such taxes and imposts as by the noble Lords have been appointed, or may be appointed, constituting over the same George Homes and Tomas Hal in the real and actual possession of the aforesaid piece of land; giving unto the same the full and irrevocable power, the before-described parcel of land to entre, occupy, cultivate and use in like manner as he might do with his own patrimonial lands and effects, without our, the grantors, in our quality as aforesaid, having any longer reserving, or saving therein, any part or con-

trol of ownership, but to the behoof aforesaid, from all desisting, now and forever abstaining, withdrawing and renouncing by these presents; promising moreover, this, their transport, firmly, inviolably and irrevocably to maintain, fulfil and execute, as in equity we are bound to do.

And for the further confirmation these presents are subscribed and our seal appended.

Done this 15th day of November, A. D.,
1639, in the Fort Amsterdam. Here-
of an act, decree ordered has been
granted to George Homs and Tomas
Hal, which was undersigned by

WILLIAM KIEFT.

By order of the Excellencies, the Directors Council.

CORNELIS VAN TIENK,

Secretary.

TRANSPORT.

TOMAS HAL
to
GEORGE HOMES.

Dated 21st Oct., 1640.
Recited in the following
Confirmation of Pa-
tent.

CONVEYS undivided half of same premises.

CONFIRMATION
OF PATENT.

RICHARD NICHOLS,
Governor, etc.,
to
PRISCILLA HOLMES, WILLIAM
HOLMES, and JOHN HOLMES,
children of GEORGE HOLMES,
deceased.

Dated 4th July, 1677.
Rec. in Secretary of
State's Office at
Albany.
Book 2, Patents 68.

Recites that: "Whereas, there was a patent, or ground briefe, heretofore granted by ye Dutch Governor, William Keift, unto

George Holmes and Thomas Hall for a certaine piece of ground lying upon this Island, Manhatans, stretching in breadth from Turtle Bay along by ye East River to ye Creek, or Kill, next to ye Schepmoes land, and ye like length into ye woods as it is in breadth along ye water side, containing one hundred rod at thirteen foot to the rod; which said patent, or ground Briefe, so granted, as aforesaid, beares date ye 15th day of November, 1639, and ye said Thomas Hall having, upon ye 21st day of October, 1640, transported his halfe of the said land and plantation to ye said George Holmes."

CONFIRMS said patent unto his children, Priscilla, William, and John Holmes.

DEED.

PRISCILLA HOLMES *and*
WILLIAM HOLMES
to
JOHN HOLMES.

Dated 12th Feb., 1678.
Recited in deed recorded in Liber 12, Conveyances 51.

CONVEYS all their interest in lands included in said patent.

PATENT.

FRANCIS LOVELACE, ESQ.,
Governor, etc.,
to
JOHN MANNING.

Dated 21st Feb., 1671.
Rec. in Secretary of State's Office at Albany.
3 Patents, 93.

"Whereas, there is a certaine parcell of land upon this Island, Manhatans, adjoining to the Kill, or Creek, commonly called the Mill Kill, next to Dewtell Bay on the North, and so running longst the water side over against Man Island Eastward on the South side of ye saw kill, from whence it extendeth upon a line Vestward one hundred and fifty rodd into ye woods, conteyn-
g, by estimation, — acres, or — margin; which said par-

cell of lands lyes unmanured and unplanted, and doth not properly belong to any particular person, to ye end some good improvement may bee made thereupon.

Know yee, that by vertue of the commission and authority unto mee given by his Royal Highness, I have given and granted, and by these presents doe give, ratify, confirm and grant unto Captain John Manning, his heyers and assigns, the afore-recited parcell of land and premises, with all and singular, the appertenances."

The said premises, described in above patent, became vested first in Mr. Holmes, and subsequently, together with the rest of the portion of Turtle Bay Farm in question, in John Ryckman, who died seised, leaving a will as follows :

<hr/> <p style="text-align: center;"><i>Last Will and Testament</i> of JOHN RYCKMAN.</p> <hr/>	<p style="font-size: 4em; vertical-align: middle;">}</p> <p>Dated 10th Jan., 1732. Proved 10th April, 1734. Liber 12, Wills 153.</p>
--	--

"*Imprimis*, my will and desire is, that my whole estate (after my decease), both reall and personall, shall be disposed of to the best advantage by my executors, hereinafter named, vizt. : my dear beloved wife, Cornelia, Brothers Samuel Kip and Abraham Van Vleck, who I constitute, make and ordain my executors of this my last will and testament." After providing for certain debts and legacies, "all the rest of my estate remaining, after the above legacies and debts be paid, I give and devise in manner and form following, vizt. : To my beloved wife Cornelia one full quarter part thereof, the other three-quarters to be divided amongst all my children, vizt. : The children of my son Albert—Albert, Catharin and Rebecca—one child's portion with my sons, Jacobus, John, Tobias, Isaac, Abraham, Samuell Albert, and daughters Maria, Cathalina, each of them share and share alike, to be delivered unto each of themselves by my

said executors, giving and granting unto my said executors, full power and authority by these presents to make, sale, and dispose of my whole estate, moveable and immoveable, as they shall think best, not questioning their endeavor."

CORNELIA RYCKMAN, *Widow,*
and the *Executors of* JOHN
RYCKMAN,
to
ROBERT LONG.

DEED.

Not Recorded, but Re-
cited in 288, Convey-
ances, 503.

CONVEYS main portion of Turtle Bay Farm.

DEED.

The Mayor, Aldermen and Com-
monalty of the City of New York
to
ROBERT LONG.

Dated 12th Oct., 1734.
Recorded in Comptrol-
ler's Office in Liber
B, City Grants 263.

CONVEYS all that certain piece or parcel of land lying on the Southwest side of Turtle Bay, in the outward of the City of New York, near the entrance of the said Bay, beginning at a certain rock lying near high-water mark, upon the land lately purchased by the said Robert Long of the widow and executors of John Ruyckman, deceased, at which place (the beginning), upon the aforesaid rock, are marked the letters R. L. No. 2, and from thence running Northeast fifty feet into the said Bay, and from thence North Northwest one hundred feet, from thence Southwest to high-water mark, and from thence along high-water mark as it runs to the rock where it began.

Reserving a yearly rent of one peppercorn.

behalf the highest number is thrown shall have as her share parcel A, the one in whose behalf the next highest number is thrown shall have parcel B, and the one in whose behalf the lowest number is thrown shall have parcel C.

In an indorsement on the back of said agreement, dated 7th May, 1787, it is certified that John Gage, who was selected to throw for Susannah Skinner, threw the highest number, and that she thereby became entitled to parcel A.

Parcel A included the Turtle Bay Farm.

By an ante-nuptial settlement, made on the eve of the marriage of Henry Gage with Susannah Skinner, dated 10th January, 1781, and recited in the following power of attorney, it was provided that Francis Gosling and John Wilmot, and the survivors of them, and the heirs and assigns of such survivor, should stand seised of all the estates belonging to the said Susannah Skinner, situated in Ireland or America, upon trust, with the consent of Henry Gage and Susannah Skinner during their joint lives, testified by some deed or instrument, to be sealed and delivered by both in the presence of two or more credible witnesses, to sell and dispose of said estates, and to hold the proceeds upon the trusts therein expressed.

HENRY GAGE *and* SUSANNAH,
his wife, JOHN AYLMER, *sur-*
viving Trustee of SUSANNAH
SKINNER, FRANCIS GOSLIN
and JOHN WILMOT, *Trustees*
of SUSANNAH GAGE,

to

PETER KEMBLE *and*
JOHN WATTS.

POWER OF ATT'Y.

Dated 26th Jan., 1791.
Proved 15th April, 1791.
Rec., 16th Dec., 1808.
81 Conveyances, 468.

RECITES the partition above set forth, and authorizes the

said Kemble and Watts to sell and convey the lands so set apart to Mrs. Gage, situate in the State of New York.

DEED OF TRUST.

HENRY GAGE,
and SUSANNAH, *his wife*,
to
PETER KEMBLE, and
JOHN WATTS.

Dated 23d July, 1791.
Ack. 13th Oct., 1791.
Rec. 29th April, 1793, in
Sec'y State's Office,
Albany, in 25 Deeds,
71.

CONVEYS the Turtle Bay Farm, with other property.

In trust, to sell and dispose of the same in fee simple, and to pay proceeds to Francis Gosling and John Wilmot, the Trustees of parties of the first part.

HENRY GAGE,
and SUSANNAH, *his wife*,
JOHN AYLMER,
Surviving Trustee,
FRANCIS GOSLIN, and
JOHN WILMOT, *Trustees*,
to
FRANCIS B. WINTHROP.

DEED.

Dated 21st Oct., 1791.
Proved 8th Nov., 1791.
Rec. 13th Oct., 1832.
288 Conveyances, 503.
Consideration, £1,500.

CONVEYS all that certain farm or tract of land situate and lying in the Seventh Ward of the City of New York, adjoining the East River, and known by the name of Turtle Bay, and begins on the said River at a Rock where a grist-mill formerly stood, and from thence runs North seventeen degrees twenty-five minutes, East three chains; then North seven degrees fifty minutes, West three chains and thirty links; then North sixty-seven degrees twenty minutes, West sixty links; then North

thirty-nine degrees twenty minutes, West two chains and eighty links ; then South eighty-eight degrees forty minutes, West two chains, and South seventy-eight degrees forty minutes, West two chains and ninety links ; then North eighty-one degrees and twenty minutes, West one chain thirty links ; then North twenty-one degrees twenty-one minutes, West five chains ; then North eight degrees forty minutes, East ninety links ; then North sixty-seven degrees twenty minutes, West one chain ; thence along McQuier's land to the old road ; then South thirty-one degrees twenty-five minutes, West three chains twenty-one links, and South twenty-five degrees, West two chains, and South forty-one degrees ten minutes, West one chain, and South fifty-four degrees twenty-five minutes, West four chains and ten links, and South fifty degrees, thirty-five minutes, West two chains seventeen links, and South eighty-one degrees twenty-five minutes, West five chains and eight links ; thence South twenty-eight degrees, East nine chains and sixty-eight links ; thence South sixty-nine degrees fifty minutes, West four chains and eighty-four links ; and from thence South thirty-three degrees, East twenty-two chains and forty links to the East River ; and thence along the East River to the place of beginning. Containing fifty-six acres and thirty perches of land, being bounded to the Southeast by said East River, to the Northeast by land of Abraham Brevoort, to the Northwest by land in occupation of said Dennis McQuier, and to the Southwest by land in the occupation of Van Vleck and White ; together with a certain piece of land on the Southwest side of said Turtle Bay, beginning at a certain rock lying near high-water mark, on which are marked the letters R. L. No. 2, and from thence running Northeast fifty feet into the said Bay, and from thence NNW. one hundred feet, and from thence Southwest to high-water mark, and from thence along high-water mark as it runs to the rock where it began.

Together with all such other land and premises as may

appertain or belong to, or are known and reported as part and parcel of the said farm called Turtle Bay, and was granted and conveyed to the aforesaid Sir Peter Warren by the said Robert Long and Mary Ashfield by indenture dated 23d March, 1749, containing in the whole, by estimation, one hundred acres of land.

TITLE TO NELIA VAN VLEECK PORTION.

This was probably included in the aforesaid patent to George Holmes and Thomas Hall.

It afterwards became vested in Jacobus Kip, who died seised thereof, leaving a will as follows :

Last Will and Testament
of
JACOBUS KIP.

Dated 13th Aug., 1770.
Proved in Mayor's Court
25th July, 1805.
1 Record of Wills, 13.

DEVISES to Nelia, wife of John Van Vleeck, five acres of land, to be laid out along the line which divides his said farm from Turtle Bay ; which said five acres are to be laid out so as to be of equal breadth on the East River, and on the land belonging to Cornelius Vanderhoof, to have and to hold the same to her, her heirs and assigns forever, with the liberty and privilege of having a road of twenty feet in width from the said five acres over that part of his said farm that joins on the land of Cornelius Vanderhoof to the King's Highway.

This portion thus devised to Mrs. Van Vleeck afterwards became vested in Francis B. Winthrop. The conveyance does not appear to be recorded.

DEED.

MATTHEW NORRIS,
and EUPHEMIA, his wife,
to
 ANDRIES VAN ALBODY.

Dated 28th July, 1738.
 Ack. 28th July, 1738.
 Rec. 16th April, 1739.
 32 Conveyances, 125.
 Consideration, £185.

CONVEYS same premises by same description.

BOND.

ANDRIES ALBODY,
to
 JACOBUS MANTANGUE.

Dated 22d July, 1738.
 Ack. 4th Aug., 1738.
 Rec. 27th July, 1762.
 36 Conveyances. 164

Bond in penalty of £200, conditioned to give to Mattawis Byse and Rebecca Byse, children of John Byse (the said Andries Albody, having recently intermarried with Hannah Byse, widow of the said John Byse) an even and equal share and portion, by will or otherwise, with the children that Andries Anderson may have by the said Hannah.

Andries Albody afterwards assumed the alias of Anderson, being known as Andries Anderson.

Andries Anderson died seised of said tract. There is no will of record in New York County. The following is the deed of partition between the three sons of said deceased.

The portion of Turtle Bay Farm in question is comprised in Lot. I. on the annexed diagram.

ELIAS ANDERSON,
of 1st part,
 JOHN ANDERSON,
of 2d part,
 ABRAHAM ANDERSON,
of 3d part.

PARTITION DEED.

Dated 3d Jan., 1763.
 Ack. 7th April, 1764.
 Rec. 16th Oct., 1775.
 40 Conveyances, 478.

RECITES seisin of parties as tenants in common of farm, and a division of the same into three lots, and that upon this partition Lot 3 fell to the share of Elias Anderson.

RELEASES to Elias Anderson said Lot 3 by the following description: "All that the said Southwesternmost third part of said farm or plantation known and distinguished in the said chart or map by lot number three; butted and bounded as in the said map, and hereinafter is particularly mentioned and expressed (that is to say): Beginning at the River side and the most Southerly corner of the said lot number two; thence running along the said River South thirty-nine degrees, West four chains and forty links; thence North forty degrees, West three chains and forty links to a dwelling house, wherein Andries Anderson, father to the parties to these presents, lately lived and died; thence South sixty-five degrees, West three chains and twenty links to the mill late of the said Andries Anderson; thence North eighteen degrees forty-five minutes, East three chains; thence North six degrees thirty minutes, West three chains and thirty links; then North sixty-six degrees, West sixty links; then North thirty-eight degrees, West two chains and eighty links; then West two chains; then South eighty degrees, West two chains and ninety links; then North eighty degrees, West one chain and thirty links; then North twenty degrees, West five chains; then North ten degrees, East ninety links; then North sixty-six degrees, West one chain; then North forty-four degrees thirty minutes, West three chains

and fifty links to the said highway; then along the said highway North twenty-one degrees, East three chains and thirty-two links to a pear-tree standing there; thence North thirty-five degrees thirty minutes, East sixty-five links to the most Westerly corner of said lot two; thence along the bounds of said lot two, South forty-five degrees thirty minutes, East twenty-six chains and eighty links to the place of beginning.

The children of John Byse gave a release to James Beekman of lot one on said map (see 40 Cons., 471), but there is no other release by them on record.

LEASE AND RE-LEASE.

ELIAS ANDERSON
to
DAVID DEVOOR.

Dated 18th and 19th
June, 1765.
Not Recorded, but Re-
cited in the following
Deed.

CONVEYS same premises by same description.

MORTGAGE.

DAVID DEVORE
to
FRANCIS BASSETT and ELEANOR
BASSETT, *Executors of* JOHN
BASSETT.

TO SECURE £165.
Dated 4th Aug., 1769.
Reg. 4th Aug, 1769.
2 Morts., 371.

COVERS same premises by same description.

Last Will and Testament
of
DAVID DEVOOR.

Dated 30th May, 1780.
Proved 12th June, 1780.
37 Wills, 260.

After certain legacies he devises the rest, residue, and re-

mainder of all his estate, real and personal, unto his daughter Ann Devoore, to hold the same to her, her heirs, executors, administrators and assigns forever, with certain remainders over in case she die under the age of eighteen years, unmarried, and without issue.

On 29th May, 1788, the said Ann Devore intermarried with Abraham Brevoort.

DEED.

ABRAHAM BREVOORT, *and*
ANNA, *his wife,*
to
FRANCIS B. WINTHROP.

Dated 15th March, 1792.
Ack. 15th March, 1792.
Rec. 11th Dec., 1832.
290 Conveyances, 246.
Consideration, £500.

CONVEYS same premises by same description.

Thus Francis B. Winthrop became seised of the whole of the Turtle Bay Farm, and continued in possession thereof till his death on 16th May, 1817. He left him surviving: Phebe Winthrop, his widow, and

1. John Still Winthrop.
2. Cornelia, afterwards wife of Charles W. Taylor.
3. William H. Winthrop.
4. Charlotte Ann, wife of John M. Aspinwall.
5. Thomas Charles Winthrop.
6. Francis B. Winthrop.
7. Mary Jane Winthrop.

His children and heirs-at-law.

Last Will and Testament
of
FRANCIS B. WINTHROP.

Dated 1st June, 1813.
Proved 20th May, 1820.
53 Wills, 584.

After certain legacies and provisions for his wife in lieu of

dower, the will contains the following clause: "All the rest, residue, and remainder of my estate whatsoever, and wheresoever, not hereinbefore disposed of, I give, devise, and bequeath to my children, which I now have, or hereafter may have, to be equally divided amongst them, their heirs and assigns forever; the issue of any child deceased to be entitled to the proportion which would have been given to such child if living."

In 1820, the said devisees of Francis B. Winthrop, having all arrived at full age, divided said farm into six lots, numbered respectively from one to six, both inclusive. These lots are shown on map No. 314, in New York Register's office.

By this partition, the lots were set apart as follows:

- Lot 1 to Thomas Charles Winthrop, see 147 Convs., 1.
- 2 to Mary Jane Winthrop, see 147 Convs., 6.
- 3 to Cornelia Taylor, see 147 Convs., 10.
- 4 to Charlotte Ann Aspinwall, see 147 Convs., 14.
- 5 to Francis B. Winthrop, see 147 Convs., 18.
- 6. to William H. Winthrop, see 147 Convs., 23.

725

STREET

STREET

44

STREET

44

STREET

STREET

AVENUE

AVENUE

STAVIA

STAVIA

THE

NO

STAVIA

SECO

M

10	4th and 5th	01.005
9	3rd and 4th	01.005
8	2nd and 3rd	01.005
7	1st and 2nd	01.005
6	1st and 2nd	01.005

10	4th and 5th	01.005
9	3rd and 4th	01.005
8	2nd and 3rd	01.005
7	1st and 2nd	01.005
6	1st and 2nd	01.005

10	4th and 5th	01.005
9	3rd and 4th	01.005
8	2nd and 3rd	01.005
7	1st and 2nd	01.005
6	1st and 2nd	01.005

Ans. Cases in

THIRD

INCLUDING PART OF THE
MARTIN SMITH TRACT.

The portion east of Second Avenue shows the different parcels covered by Mr. Gertrude Cutting and her executors with the list and page of their conveyance written thereon. The portion West of Second Avenue and North of 42nd St. shows the different parcels covered by Thomas E. Davis with the list and page of their conveyance written thereon. The portion south of 42nd St. and West of Second Avenue is copied from Map No. 160 N.Y. Registrar's Office.

SECOND

AVENUE

AVENUE

FIRST

STREET

STREET

STREET

STREET.

STREET.

945 Cons

STREET

STREET

945 Cons 141

945 Cone } 1441

A map of the East River showing the location of the T. (likely the T. & E. Canal) and the river itself.

45 STM

44TH43²⁰42ND

416.

407.14

39TH[illegible][illegible]

1000	760	216 8	1230 20
10250 175	1153 C 146 6	1170 C 459	1170 C 456
	015 5		
700	116 8		
1015 C 182	843 C 200	850 C 380	
	550	850 C 362	
0156 C 172	015 5	850 C 218	
		1170 C 442	
			015 5

[illegible]

59/18 44
590 Cmi 200

Prospect place	300 10
1236 Cow 301	200 10
1278 Cow 392	200 10

189.6	Prospect Place	197.6	1230 Cone	417	110
-------	----------------	-------	-----------	-----	-----

118 44
590 Cms 20

1600728

SUB-DIVISION NUMBER ONE OF TURTLE BAY FARM.

This parcel of land, as above stated, was set apart to Thomas Charles Winthrop. The following is the deed of partition conveying the same to him.

JOHN STILL WINTHROP *and*
HARRIET, *his wife*, FRANCIS
B. WINTHROP *and* ELIZABETH,
his wife, CHARLES W. TAYLOR
and CORNELIA, *his wife*, JOHN
M. ASPINWALL *and* CHAR-
LOTTE ANN, *his wife*, WIL-
LIAM H. WINTHROP *and* MAR-
GARET ANN, *his wife*, MARY
JANE WINTHROP,

to

THOMAS CHARLES WINTHROP.

DEED.

Dated 31st July, 1820.

Ack'd. 5th Aug., 1820.

Rec. 7th Aug, 1820.

147 Conveyances, 1.

Cons. \$12,628.57.

CONVEYS all the six undivided seventh parts of the said farm, distinguished in the said map and field book by the sub-division, farm No. 1, of the said Turtle Bay Farm, bounded and described as follows: Beginning on the shore of the East River, the most Southerly corner of the aforesaid farm, which is so the most Easterly corner of a farm belonging to the heirs of

Samuel Kip, deceased, and running thence along the Northeast bounds of the last-mentioned farm Northwesterly to an iron bolt in a rock near high-water mark in the East River ; thence Northwesterly along the same and the last-mentioned line, continued four hundred and eight feet and fifty-six hundredths of a foot to a point in the Westerly side of the First Avenue, and fifty-four feet and two-tenths of a foot South of Fortieth Street ; thence continuing along the farm aforesaid Northwesterly two hundred and sixty-six feet and thirty-six hundredths of a foot, on a line making an angle with the last-described line on the Southwesterly side thereof of one hundred and seventy-seven degrees twenty-three minutes and forty-nine seconds of a degree ; thence Northwesterly along the boundary aforesaid one hundred and thirty-eight feet and thirty-one hundredths of a foot on a line making an angle with the last-described line on the Southwesterly side thereof of one hundred and seventy-nine degrees fifty-four minutes and fifty-nine seconds of a degree ; thence Northwesterly along the bounds aforesaid two hundred and eighty-seven feet and seventy-five hundredths of a foot on a line making an angle with the last-described line on the Southwesterly side thereof of one hundred and seventy-nine degrees eleven minutes and fifty-three seconds of a degree ; thence Northwesterly along the bounds aforesaid one hundred and thirty-nine feet and seventy-five hundredths of a foot along a line making an angle with the last-described line on the Northeasterly side thereof of one hundred and seventy-nine degrees forty-two minutes and thirty-four seconds of a degree to a point which is thirty feet South of the North side of Forty-First Street, and eight feet and sixty-four hundredths of a foot West of Second Avenue ; thence Northwesterly along the bounds aforesaid one hundred and fifteen feet and fifty-two hundredths of a foot on a line making an angle with the last-described line on the Northeasterly side thereof of one hundred and seventy-eight degrees twenty-three minutes and fifty-six seconds of a degree ; thence

Northwesterly along the bounds aforesaid two hundred and eight feet and six hundredths of a foot along a line making an angle with the last-described line on the Northeasterly side thereof of one hundred and seventy-eight degrees forty-four minutes and forty-eight seconds of a degree, and thence Northwesterly along the bounds aforesaid on a line making an angle with the last-described line on the Northeasterly side thereof of one hundred and seventy-four degrees twenty-eight minutes and fifty-six seconds of a degree, a distance of eighteen feet and eighty-three hundredths of a foot to a brown monumental stone marked 2 (two) in the Southerly bounds of a farm belonging to the heirs of — Smith, deceased; thence along the same Northeasterly on a line making an angle with the last-described line on the Easterly side thereof of eighty-three degrees forty-nine minutes and fifty-one seconds of a degree, a distance of four hundred and ninety-four feet and eighty-five hundredths of a foot to the Southeast corner thereof, which is forty-seven feet and forty-four hundredths of a foot South of the North side of Forty-Third Street, and five feet and ninety-two hundredths of a foot West of Second Avenue (this last-described line if produced Westerly would intersect the West side of Third Avenue fifty-five feet and twenty-three hundredths of a foot South of Fortieth Street); thence along the Easterly bounds of the last-mentioned farm seven hundred and fourteen feet and thirty-five hundredths of a foot on a line making an angle with the last-described line on the Westerly side thereof of eighty-three degrees forty-two minutes and twenty-three seconds of a degree to the East side of the Third Avenue at a point seventy-three feet North of Forty-Fourth Street; thence Northeasterly along said Third Avenue one hundred and sixty feet and eighty-five hundredths of a foot to the Eastern Post Road, so called; thence Northeasterly along the same one hundred and seven feet and thirty-one hundredths of a foot to a brown monumental stone marked 3 (three) in the most Westerly corner of sub-division No. 3, of Turtle

Bay Farm, aforesaid; thence Southeasterly along the said sub-division eleven hundred and thirteen feet to the Southeast corner thereof, which is also the Northwest corner of sub-division number two of Turtle Bay Farm, aforesaid. At this point is placed a brown monumental stone marked 4 (four) which is three hundred and twenty-five feet East of Second and West of First Avenues, and one hundred and forty-five feet and six hundredths of a foot South of Forty-Fourth Street (this line, if produced Northwesterly would intersect the West side of Third Avenue fifty-one feet and seven-tenths of a foot South of Forty-Sixth Street); thence along the Southwesterly bounds of sub-division number two aforesaid Southeasterly five hundred and twenty feet on a line making an angle with the last-described line on the Easterly side thereof of one hundred and seventy-nine degrees twenty-four minutes and forty-three seconds of a degree to a brown monumental stone marked 5 (five); this line intersects the West side of First Avenue fifty-six feet and two-tenths of a foot South of Forty-Third Street; thence along the said sub-division number two Southeasterly two hundred and seventy feet and seventy-seven hundredths of a foot on a line making an angle with the last-described line on the Easterly side thereof of one hundred and sixty-nine degrees fifty-two minutes and forty-four seconds of a degree to an iron bolt number 6 (six) fixed in a rock; thence Southeasterly along said sub-division number two seventy feet and eighty-one hundredths of a foot along a line making an angle with the last-described line on the Northeast-erly side thereof of one hundred and seventy-six degrees eleven minutes and thirty-two seconds of a degree to an iron bolt numbered seven, near high-water mark on the shore of the East River; thence Southeasterly along a continuation of the last-described line to the shore of the East River; thence along the same Southwesterly to the place of beginning. Containing twenty-eight acres and fifty-one hundredths of an acre.

Also the right to the use in common of a lane twenty feet

wide, extending from monument number two aforesaid along the Northeasterly bounds of lands belonging to the heirs of Samuel Kip, deceased, to the Eastern Post Road, excepting where it is intersected by the Third Avenue. Subject, nevertheless, and reserving forever hereafter to the proprietors of the said subdivisions or farms numbers two and three, the right to the use, in common with the said party of the second part, his heirs and assigns forever, of those respective parts which lie adjoining the said subdivisions, numbers two and three respectively, of a certain lane thirty-two feet wide, commencing at a point in the Northerly bounds thereof forty-eight feet Northwesterly of First Avenue and extending along said Northerly bounds Northwesterly to the Eastern Post Road; the right to the use in common of that part of this lane which lies adjoining to subdivision number two aforesaid is to belong to subdivision number one and two, and that part of it which lies adjoining to subdivision number three to belong in common to subdivisions number one, two and three of Turtle Bay Farm aforesaid.

And also all other the estate, right and interest of them the said parties of the first part in and to the whole of the above-described farm or subdivision called number one, saving, reserving and subject as aforesaid.

DEED.

<div style="border-top: 1px solid black; border-bottom: 1px solid black; padding: 5px 0;"> THOMAS CHARLES WINTHROP <i>to</i> GEORGIANA MARIA KANE. </div>	}	Dated 6th Sept., 1823. Ack. 6th Sept., 1823. Rec. 18th April, 1826. 201 Conveyances, 333. Consideration, an In- tended Marriage.
---	---	---

CONVEYS all that certain farm, lot, piece, or parcel of land, situate, lying, and being in the Ninth Ward of the said City of New York, being part and parcel of that part of the estate of Francis Bayard Winthrop, late of the City of

New York, Esquire, deceased, father of the said Thomas Charles Winthrop, commonly known and called the Turtle Bay Farm, which, upon a division of the said farm into six different farms or subdivisions, and in a map and field-book thereof, made by John Randal, Junior, in the year one thousand eight hundred and twenty, is known and distinguished as farm number one, containing twenty-eight acres and fifty one-hundredths of an acre, which said premises, hereby released and conveyed, or mentioned or intended so to be, were released and confirmed to the said Thomas Charles Winthrop by John S. Winthrop and others, children and heirs-at-law and devisees of the said Francis Bayard Winthrop, deceased, by indenture dated the thirty-first day of July, in the year of our Lord one thousand eight hundred and twenty, recorded in the office of the Register, in and for the City and County of New York, in Liber No. 147 of Conveyances, etc., on page one, on the seventh day of August, 1820. Subject, nevertheless, to the use or right of way to a certain lane thirty-two feet wide, in the said referred to indenture, particularly mentioned and reserved.

DEED.

THOMAS CHARLES WINTHROP
and GEORGIANA MARIA, *his*
wife,
to

JONATHAN P. HALL.

Dated 9th Feb., 1825.
 Ack. 9th Feb., 1825, and
 on 2d Dec., 1826.
 Rec. 2d Dec., 1826.
 212 Conveyances, 142.
 Consideration, \$25,000.

CONVEYS same premises by substantially the same description as is employed in deed above set forth, recorded in Liber 147 of Conveyances, page 1, and subject to use of said lane as in said deed specified.

When the previous conveyance was executed Mrs. Winthrop was a minor. She attained her majority on the 2d day of December, 1826.

DEED.

THOMAS CHARLES WINTHROP <i>and</i> GEORGIANA MARIA, <i>his</i> <i>wife,</i> <i>to</i> JONATHAN P. HALL.	}	Dated 17th May, 1827. Ack. 17th May, 1827. Rec. 17th May, 1827. 217 Conveyances, 466. Consideration, \$100.
--	---	---

RECITES previous deed and the then infancy of Mrs. Winthrop, and the subsequent re-execution and re-acknowledgment of said deed on 2d day of December, 1826.

CONVEYS all that certain piece or parcel of land and premises in said indenture (so recorded, as aforesaid, in Liber 212 of Conveyances, page 142) particularly mentioned and described.

SUB-DIVISION ONE EAST OF SECOND AVENUE.

DEED.

JONATHAN PRESCOTT HALL, *and*
HARRIETT D. W., *his wife,*
to
CHARLES HENRY HALL.

Dated 1st Feb., 1831.
Ack. 19th Feb., 1831.
Rec. 10th March, 1831.
271 Conveyances, 139.
Consideration, \$1.00.

CONVEYS all that certain tract, piece, or parcel of land, situate, lying, and being in the Twelfth Ward of the City of New York, being part of the farm of the late Francis Bayard Winthrop, deceased, called Turtle Bay Farm, and part of that portion of the said farm which, upon a division thereof among the heirs and devisees of the said Francis Bayard Winthrop, fell to the share of, and was released to, Thomas Charles Winthrop, and is known and distinguished on a map of the division of the said Turtle Bay Farm as farm number one (1), and which by indenture bearing date the ninth day of February, in the year of our Lord one thousand eight hundred and twenty-five, was granted and conveyed by the said Thomas Charles Winthrop and Georgianna Maria, his wife, to the said Jonathan Prescott Hall, the premises hereby intended to be released being bounded and containing as follows: Beginning at the shore of the East River, at the division fence which separates said Turtle Bay Farm from lands belonging to the heirs of Samuel Kip; thence in a Northwesterly course along the same eleven hundred and seventy-two feet to the centre of the Second Avenue; thence

Northerly along the centre of the Second Avenue eight hundred and sixty feet to the division fence that separates farms number two and three of the sub-divisions of Turtle Bay Farm from the said farm number one; thence Southeastwardly along the same nine hundred and forty-eight feet to a brown stone monument; thence Southeastwardly along the same fence three hundred and forty feet to the East River, and thence Southwardly along the East River to the place of beginning. Together with the use and privilege of a certain lane thirty-two feet wide, commencing at a point on the Northerly bounds of the said farm number one, forty-eight feet Northwestwardly from the First Avenue, and extending along said Northerly bounds Northwestwardly to the Eastern Post Road, in common with the owners of the residue of the sub-division number one, and with the owners of sub-division numbers two and three of the said Turtle Bay Farm, their heirs and assigns, or granted by the said deed of conveyance from the said Thomas C. Winthrop and wife to the said Jonathan Prescott Hall, and subject to such use and privilege of the said lane as is reserved by the same conveyance to the owners of the residue of the said sub-division number one, and the owners of the said sub-divisions numbers two and three, their heirs and assigns. And the above-described premises contain about twenty-two acres, be the same more or less, and are intended to comprehend all the premises conveyed to the said Jonathan Prescott Hall by the said Thomas Charles Winthrop and Georgiana Maria, his wife, by said deed, which is recorded in the office of the Register, in and for the City and County of New York, in Liber 212 of Conveyances, page 142, and which may be referred to for a more particular description, except such part of said premises as was conveyed by the said parties of the first part to the said Charles Henry Hall by deed bearing date the 18th day of September, in the year of our Lord 1827, recorded in the office of said Register, in Liber 225 of Conveyances, on page 220, and the measurement of the side of

the premises hereby conveyed, as hereinbefore set forth, are supposed to be accurate, but if inaccurate, then the permanent bounds and monuments hereinbefore described will fix and ascertain the dimensions and quantity of the premises herein and hereby conveyed.

DEED.

CHARLES HENRY HALL *and*
 SARAH, *his wife*,
to
 THOMAS E. DAVIS.

Dated 1st Feb., 1831.
 Ack. 17th Feb., 1831.
 Rec. 10th March, 1831.
 271 Conveyances, 135.
 Consideration, \$25,000.

CONVEYS same premises by same description, subject to mortgages recorded in 101 Morts., 542, since discharged.

DEED.

THOMAS E. DAVIS *and*
 ANNE, *his wife*,
to
 HORACE CANFIELD, *and*
 HERMAN CANFIELD.

Dated 7th Dec., 1831.
 Ack. 7th Dec., 1831.
 Rec. 9th Dec., 1831.
 279 Conveyances, 110.
 Consideration, \$75,000.

CONVEYS, with other property, same premises by same description.

DEED.

HORACE CANFIELD, *and*
 JANNETTE, *his wife*,
 HERMAN CANFIELD
to
 THOMAS E. DAVIS.

Dated 14th Dec., 1831.
 Ack. 14th Dec., 1831.
 Rec. 16th Dec., 1831.
 278 Conveyances, 477.
 Consideration, \$75,000.

RE-CONVEYS same premises by same description.

DEED.

<p>THOMAS E. DAVIS, <i>and</i> ANNE, <i>his wife</i>, <i>to</i> GERTRUDE CUTTING, <i>wife of</i> WILLIAM CUTTING.</p>	}	<p>Dated 1st Feb., 1833. Ack. 1st March, 1833. Rec. 4th March, 1833. 292 Conveyances, 576. Consideration, \$45,000.</p>
---	---	---

CONVEYS all of lot one of Turtle Bay Farm lying East of Second Avenue by same description as previous deed.

Subject to a mortgage recorded in Liber 101, of Mortgages, page 542; since discharged.

Gertrude Cutting being thus seised of all lot one of Turtle Bay Farm lying East of Second Avenue, obtained the following water grant from the city of land under water lying opposite said tract.

DEED.

<p><i>The Mayor, Aldermen and Commonalty of the City of New York</i> <i>to</i> GERTRUDE CUTTING.</p>	}	<p>Dated 31st Jan., 1852. Proved 14th Feb., 1852. Rec. 21st Feb., 1852. 588 Conveyances, 486. Consideration, \$1,777.50</p>
--	---	---

CONVEYS all that certain water lot, or vacant ground and soil under water, to be made land and gained out of the East River, and bounded, described, and containing as follows, that is to say: Beginning at the point of intersection of a line running through the centre of Thirty-Ninth Street with the line of original high-water mark, and running thence Northerly along said line of original high-water mark as it runs, said line being irregular till it intersects with a line running through the centre of Forty-Second Street; thence running Easterly along said line running through the centre of Forty-Second Street three hundred and

forty feet to the exterior line of said city, as at present established by law ; thence running Southerly along said exterior line as it runs seven hundred and ninety-six feet seven inches till it intersects with a line running through the centre of Thirty-Ninth Street ; thence Westerly along said line running through the centre of Thirty-Ninth Street three hundred and fifty-five feet five inches to the point or place of beginning. As particularly described, designated and shown on a map hereto annexed, dated New York, January, 1852, made by John J. Serrell, City Surveyor, and to which reference may be had, said map being considered a part of this conveyance, the premises conveyed being colored pink on said map, be the said dimensions more or less. Saving and reserving from and out of the hereby granted premises so much thereof as by said map annexed forms part or portions of 39th, 40th, 41st and 42d Streets and Avenue A, for the uses and purposes of public streets, avenues and highways as hereinafter mentioned.

SUB-DIVISION ONE WEST OF SECOND AVENUE.

This, as above shown page 41, was vested in Jonathan P. Hall.

DEED.

JONATHAN PRESCOTT HALL, <i>and</i>	}	Dated 18th Sept., 1827.
HARRIETT D. W., <i>his wife,</i>		Ack. 20th Sept., 1827.
<i>to</i>		Rec. 20th Sept., 1827.
CHARLES HENRY HALL.		225 Conveyances, 220.
		Consideration, \$10,000.

CONVEYS all that piece, parcel, or tract of land, situate, lying, and being in the Twelfth (late Ninth) Ward of the City of New York, described and bounded as follows, to wit: Eastwardly by the centre of the Second Avenue, Southwardly partly by land belonging to the heirs of Samuel Kip and partly by land belonging to the said party of the second part, Westwardly partly by land belonging to the said party of the second part, partly by the Third Avenue, and partly by the old Eastern Post Road, and Northerly by that part of the Turtle Bay Farm (so called), late the property of Francis Bayard Winthrop, Esquire, deceased, known as subdivision number 3 (three). The above tract comprehends, or is intended to comprehend, all that part of the land conveyed to the said Jonathan Prescott Hall by Thomas Charles Winthrop and Georgiana, his wife by deed bearing date the 9th (ninth) day of February, in the year of our Lord one thousand eight hundred and twenty-five (1825), recorded in the office of the Register in and for the City and

County of New York, in Liber 212 of Conveyances, page 142, which lies Westward of the centre of the Second Avenue. Also, the right to the use in common of a lane twenty feet wide, extending from a certain monument known as monument number two on the premises aforesaid, along the Northeasterly bounds of lands belonging to the heirs of Samuel Kip, deceased, to the Eastern Post Road, excepting where it is intersected by the Third Avenue. Subject, nevertheless, and reserving forever hereafter to the proprietors of sub-divisions Nos. 2 (two) and 3 (three) of said Turtle Bay Farm, and to the proprietors of that part of subdivision number 1 (one) of said farm which lies Eastwardly of the centre of the Second Avenue, the right to the use, in common with the said party of the second part, his heirs and assigns, forever of a certain lane thirty-two feet wide, commencing at the old Eastern Post Road on the Northerly side of the premises hereby conveyed and extending to the centre of the Second Avenue. See release of dower, in Liber 857, Convs. 699.

Charles Henry Hall, as shown in the title to "the Martin Smith Tract," was seised of that portion of said tract which lies East of Third Avenue. He caused a map to be made of this portion of said tract, together with the premises conveyed by the previous deed. The whole piece so vested in him was known as "Prospect Hill." A map was made for him of said tract, which map will be found recorded with deed next hereinafter set forth.

DEED.

CHARLES HENRY HALL *and*
 SARAH, *his wife*,
to
 ROBERT FULLER
and THOMAS THOMAS.

Dated 28th Jan., 1828.
 Ack. 28th Jan., 1828.
 Rec. 26th March, 1828.
 233 Conveyances, 474.
 Consideration, \$1,900.

CONVEYS lots numbers eighty-nine to ninety-six, both inclusive, on said map; being together known as parcel twelve.

See Liber 290, Convs., page 301, for deed of 42d Street, adjacent to said lots.

DEED.

<div style="border: 1px solid black; padding: 5px;"> ROBERT FULLER <i>and</i> ANN F., <i>his wife</i>, THOMAS THOMAS, <i>and</i> HETTY, <i>his wife</i>, to THOMAS E. DAVIS. </div>	}	Dated 1st Nov., 1831. Ack. 1st Nov., 1831. Rec. 24th March, 1832. 282 Conveyances, 452. Consideration, \$3,300.
---	---	---

CONVEYS same eight lots.

DEED.

<div style="border: 1px solid black; padding: 5px;"> CHARLES HENRY HALL <i>and</i> SARAH, <i>his wife</i>, to THOMAS E. DAVIS. </div>	}	Dated 1st Feb., 1831. Ack. 5th Feb., 1831. Rec. 9th Feb., 1831. 269 Conveyances, 185. Consideration, \$20,000.
--	---	--

CONVEYS all that piece, parcel, or tract of land, situate, lying, and being in the Twelfth (late Ninth) Ward of the City of New York, containing about fourteen acres, be the same more or less, described and bounded as follows, to wit: Eastwardly by the centre of the Second Avenue, Southwardly for the principal part by land now or lately belonging to the heirs of Samuel Kip, deceased, and also in part by eight certain lots of ground which were conveyed by the said parties of the first part to Robert Fuller and Thomas Thomas, by deed bearing date on the 28th day of January, in the year 1828, recorded in the office of the Register in and for the City and County of New York, in Liber 233 of Conveyances, page 474, Westwardly in part by the said last-mentioned eight lots of land, partly by the Third Avenue, and partly by the old Eastern Post Road, and Northwardly by that part of the Turtle Bay Farm, so called, late the

property of Francis Bayard Winthrop, Esq., deceased, known as subdivision number 3 (three). Also, the right to the use in common of a lane twenty feet wide, extending from a certain monument known as monument number two on the premises aforesaid along the Northeasterly bounds of land belonging to the heirs of Samuel Kip, deceased, to the Eastern Post Road, excepting where it is intersected by the Third Avenue; subject, nevertheless, and reserving forever hereafter to the proprietors of sub-division number 2 (two) and 3 (three) of said Turtle Bay Farm, and to the proprietors of that part of sub-division number 1 (one) of said farm which lies Eastward of the centre of Second Avenue, the right to the use in common with the said party of the second part, his heirs and assigns forever, of a certain lane, thirty-two feet wide, commencing at the old Eastern Post Road on the Northerly side of the premises hereby conveyed, and extending to the centre of the Second Avenue.

DEED.

THOMAS E. DAVIS *and*
 ANNE, *his wife*,
to
 HORACE CANFIELD *and*
 HERMAN CANFIELD.

Dated 7th Dec., 1831.
 Ack. 7th Dec., 1831.
 Rec. 9th Dec., 1831.
 279 Conveyances, 110.
 Consideration, \$75,000.

CONVEYS, with other property, also all that certain other piece, parcel, or tract of land, a part whereof the above-named Charles Henry Hall and Sarah, his wife, conveyed to the said Thomas E. Davis, by deed bearing date the First day of February last past, and recorded in the Register's Office aforesaid, in Liber 269 of Conveyances, page 185; and the other part whereof (comprising and consisting of eight contiguous lots of ground) Robert Fuller and Ann F., his wife, and Thomas Thomas and Hetty, his wife, conveyed to the said Thomas E. Davis, by deed

bearing date the First day of November, 1831, which said other piece, parcel, or tract of land, situated, lying, and being in the Twelfth (late Ninth) Ward of the City of New York, and containing (exclusive of the said eight lots of ground) about fourteen acres, be the same more or less, is described and bounded as follows, to-wit: Eastwardly by the centre of the Second Avenue; Southwardly by land now, or lately, belonging to the heirs of Samuel Kip, deceased; Westwardly, in part by the Third Avenue, and partly by the old Eastern Post Road; and Northwardly by that part of the Turtle Bay Farm, so-called, late the property of Francis Bayard Winthrop, Esquire, deceased, known as sub-division number three (3). Also the right to the use in common of a lane twenty feet wide, extending from a certain monument known as monument number two (2) on the premises aforesaid along the Northeasterly bounds of and belonging to the heirs of Samuel Kip, deceased, to the Eastern Post Road, excepting where it is intersected by the Third Avenue; subject, nevertheless, and reserving forever hereafter to the proprietors of sub-divisions number 2 (two) and (three) of said Turtle Bay Farm, and to the proprietors of that part of sub-division number 1 (one) of said farm which lies eastward of the centre of Second Avenue, the right to the use in common with the said party of the second part, his heirs and assigns forever, of a certain lane thirty-two feet wide, commencing at the old Eastern Post Road on the Northerly side of the premises hereby conveyed, and extending to the centre of the Second Avenue.

DEED.

HORACE CANFIELD *and* JAN-
 NETTE, *his wife*, HERMAN
 CANFIELD,
 to
 THOMAS E. DAVIS.

Dated 14th Dec., 1831.
 Ack. 14th Dec., 1831.
 Rec. 16th Dec., 1831.
 278 Conveyances, 477.
 Consideration, \$75,000.

CONVEYS same premises by same description.

MORTGAGE.

THOMAS E. DAVIS *and*
 ANNE, *his wife*,
to
 THOMAS J. OAKLEY.

To SECURE \$15,000.
 Dated 15th Dec., 1832.
 Ack. 15th Dec., 1832.
 Rec., 15th Dec., 1832.
 157 Mortgages, 419.

COVERS all that piece, parcel, or tract of land situate in the Twelfth Ward of the City of New York, containing about fourteen acres, be the same more or less, bounded as follows, to-wit; Eastwardly by the centre of the Second Avenue; Southwardly by land now, or lately, belonging to the heirs of Samuel Kip, deceased; Westwardly, partly by the Third Avenue, and partly by the old Eastern Post Road, and Northwardly by that part of the Turtle Bay Farm, so-called, late the property of Francis Bayard Winthrop, Esq., deceased, known as sub-division number 3 (three).

The preceding mortgage was discharged of record on 23^d December, 1833; see Liber 4 Discharges, page 1.

DEED.

THOMAS E. DAVIS *and*
 ANNE, *his wife*,
to
 JACOB BRANTINGHAM.

Dated 1st Feb., 1833.
 Ack. 2d Feb., 1833.
 Rec. 2d March, 1833.
 293 Conveyances, 199.
 Consideration, \$13,000

CONVEYS all those certain lots, pieces, and parcels of ground situate, lying, and being in the Twelfth Ward of the City of New York, being part of the farm of the late Francis Bayard Winthrop, deceased, called Turtle Bay Farm, and known and designated on a map of the first allotment of Turtle Bay Farm, situate

in the Twelfth Ward of the City of New York, showing the same as sub-divided into lots dated November, 1826, enlarged from a survey of Turtle Bay Farm by John Randall, Jr., in 1820, and sub-divided into city lots by Dan'l Ewen, City Surveyor, and now in the possession of the said Thomas E. Davis, as the whole of lots numbers sixteen, 16, seventeen, 17, eighteen 18, nineteen, 19, twenty, 20, twenty-one, 21, twenty-two, 22, twenty-three, 23, twenty-four, 24, twenty-five, 25, twenty-six, 26, twenty-seven, 27, twenty-eight, 28, twenty-nine, 29, thirty, 30, thirty-one, 31, thirty-two, 32, thirty-three, 33, forty-eight, 48, forty-nine, 49, fifty, 50, fifty-one, 51, fifty-two, 52, fifty-three, 53, fifty-four, 54, fifty-five, 55, fifty-six, 56, eighty-two, 82, eighty-three, 83, eighty-four, 84, eighty-five, 85, eighty-six, 86, eighty-seven, 87, eighty-eight, 88, eighty-nine, 89, ninety, 90, three hundred and twenty-seven, 327, three hundred and twenty-eight, 328, three hundred and twenty-nine, 329, three hundred and thirty, 330, three hundred and thirty-one, 331, three hundred and thirty-two, 332, three hundred and thirty-three, 333, three hundred and thirty-four, 334, three hundred and thirty-five, 335, three hundred and thirty-six, 336, three hundred and thirty-seven, 337, three hundred and thirty-eight, 338, three hundred and thirty-nine, 339, and parts of lots numbers eight, 8, fifteen, 15, thirty-four, 34, forty-seven, 47, and ninety-one, 91, the premises hereby conveyed being bounded as follows, to-wit: Commencing at a point on the Westerly side of the Second Avenue, distant in a Southerly direction one hundred feet and four inches from the Southwest corner of said Avenue and Forty-Third Street; thence running Westerly on a line parallel with Forty-Third Street, and through the centre of the block between Forty-second and Forty-Third Streets three hundred and fifty feet; thence Northerly on a line drawn at right angle with the last-mentioned line, and parallel with the Second Avenue to the Northwardly line of division of the said first allotment or sub-division number 4 of Turtle Bay Farm from that part of the said farm, so-called, known as sub-division num-

ber 3 ; thence Southeasterly along the said last-mentioned division line to its intersection with the centre of the Second Avenue ; thence Southerly on a line through the centre of the Second Avenue, crossing Forty-Fourth and Forty-Third Streets to a point in the centre of the said Avenue one hundred feet and four inches South of the Southerly line of Forty-Third Street ; thence Westerly across the Westerly half part of the said Avenue fifty feet to the point of beginning, on the Westerly side thereof. Being part of the same premises which were heretofore conveyed to the above-named Thomas E. Davis, by Charles H. Hall, of the City of New York, gentleman, and Sarah, his wife, by deed dated the First day of February, A. D., 1831, and recorded in the Register's Office of the City and County of New York, in Liber 269 of Conveyances, page 185.

Subject, nevertheless, and reserving forever hereafter to the proprietors of sub-divisions numbers two and three of said Turtle Bay Farm, and to the proprietors of the residue of the subdivision number one of said farm, the right to the use in common with the said party of the second part, his heirs and assigns forever, of a certain lane thirty-two feet wide, extending along the Northerly side of the premises hereby conveyed, and which is reserved in and by the deed of conveyance last mentioned.

DEED.

JACOB BRANTINGHAM *and*
CORNELIA, *his wife,*

to

THOMAS E. DAVIS.

Dated 3d July, 1833.
Ack. 5th July, 1833.
Rec. 13th July, 1833.
303 Conveyances, 96
Consideration, \$15,000.

CONVEYS same premises by same description.

Subject to mortgage recorded in Liber 160 Mortgages, page 86 ; discharged of record on the 6th January, 1834 ; see Liber 2 Discharges, page 22.

DEED.

THOMAS E. DAVIS *and*
ANNE, *his wife,*

to

JACOB BRANTINGHAM.

Dated 5th March, 1833.
Ack. 16th March, 1833.
Rec. 22d March, 1833.
295 Conveyances, 184.
Consideration, \$11,000.

CONVEYS all that tract, piece, or parcel of land situate in the Twelfth Ward of the City of New York, described as follows: Beginning at a point in the centre of the Second Avenue equidistant between Forty-Second and Forty-Third Streets, running thence Westerly on a line or course parallel with said Streets and at right angles to said Avenue fifty feet to the Westerly side of said Avenue; thence continuing Westerly on the same line, or course, three hundred and fifty feet; thence Southerly on a line or course parallel with said Avenue, and at right angles to said Streets, and crossing Forty-Second Street to land now, or lately, belonging to the heirs of Samuel Kip, deceased, being the Southern boundary of the premises heretofore mortgaged by the said Thomas E. Davis to Thomas J. Oakley, Esquire; thence Easterly to a point marked on the map hereinafter mentioned as brown monument; thence Southeasterly on the line of the premises so as aforesaid mortgaged by the said Thomas E. Davis to the said Thomas J. Oakley to the centre of the said Second Avenue; thence Northerly through the centre of the said Avenue to the place of beginning. The premises hereby intended to be conveyed being bounded Northerly by premises heretofore mortgaged by the said Jacob Brantingham to the said Thomas E. Davis; Westerly by the residue of the premises mortgaged as above mentioned by the said Thomas E. Davis to the said Thomas J. Oakley; Southerly by land now, or late, belonging to the heirs of Samuel Kip, deceased; and Easterly by the centre of the Second Avenue, and are known and described on a map of the first allotment of the Turtle Bay Farm situated

in the Twelfth Ward of the City of New York, showing the same as sub-divided into lots, enlarged November, 1826, from a survey of Turtle Bay Farm by John Randal, Jr., in 1820, and sub-divided into city lots by Daniel Ewen, City Surveyor, which map is now in the possession of the said Thomas E. Davis, and is to be filed in the office of the Register of the City and County of New York as lots, 105, 106, 107, 108, 109, 110, 111, 112, 113, 160, 161, 162, 163, 164, 165, 166, 167, 168, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, and parts of lots 104 and 169. The premises hereby intended to be conveyed also including land appearing on the said map as parts of the Second Avenue and of Forty-First and Forty-Second Streets.

DEED.

JACOB BRANTINGHAM *and*
 CORNELIA, *his wife,*
to
 THOMAS E. DAVIS.

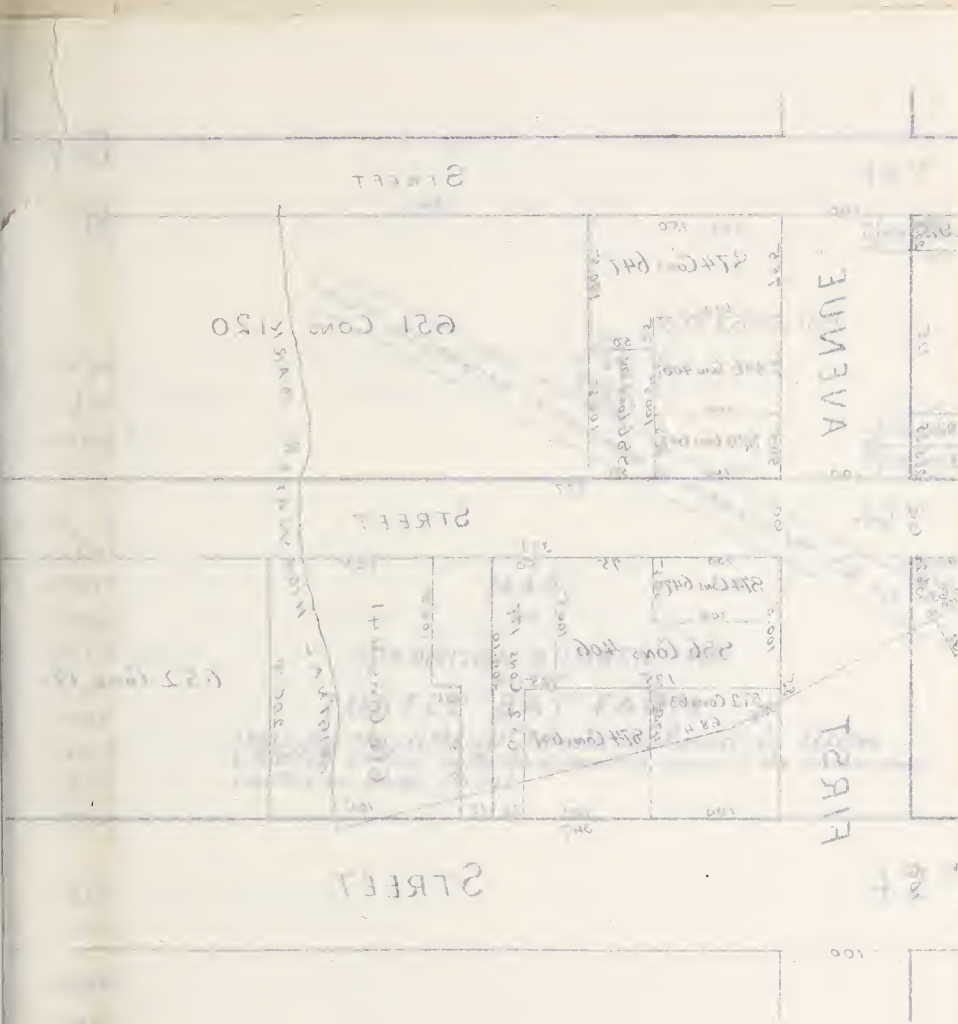
Dated 3d July, 1833.
 Ack. 5th July, 1833.
 Rec. 13th July, 1833.
 303 Conveyances, 100.
 Consideration, \$13,000.

CONVEYS same premises by same description.

Subject to mortgage recorded in Liber 159 Morts., page 312, which was discharged of record on 23d December, 1833; see 4 Discharges, page 1.

Notes on the Turtle Bay Farm.—Sub-division One.





the East River where the same is intersected by the Northerly side of Forty-Fourth Street, and running thence Northwesterly

SUB-DIVISION NUMBER TWO OF TURTLE BAY FARM.

This parcel of land, as hereinbefore stated, was set apart to Mary Jane Winthrop. The following is the deed of partition conveying the same to her :

JOHN STILL WINTHROP *and*
HARRIET, *his wife*, FRANCIS B.
WINTHROP *and* ELIZABETH,
his wife, CHARLES W. TAYLOR
and CORNELIA, *his wife*, JOHN
M. ASPINWALL *and* CHAR-
LOTTE ANN, *his wife*, WIL-
LIAM H. WINTHROP *and* MAR-
GARET ANNE, *his wife*, *and*
THOMAS CHARLES WINTHROP

to

MARY JANE WINTHROP.

DEED.

Dated 31st July, 1820.
Ack. 5th Aug., 1820.
Rec. 7th Aug., 1820.
147 Conveyances, 6.
Consideration, \$3,857.15

CONVEYS all the six undivided seventh parts of the said farm, distinguished in the said map and field book by the sub-division or farm number two of the said Turtle Bay Farm, butted, bounded and described as follows: Beginning at the shore of the East River where the same is intersected by the Northerly side of Forty-Fourth Street, and running thence Northwesterly

along the same, which is also the Southwesterly bounds of sub-division number four of Turtle Bay Farm aforesaid, to a brown monumental stone marked 10 (ten) placed three hundred and twenty-five feet Westerly of the First and Easterly of the Second Avenues, which stone is also in the Southeasterly bounds of sub-division number three of Turtle Bay Farm aforesaid; thence along the same Southwesterly at right angles to the last-described line two hundred and five feet and six hundredths of a foot to a brown monumental stone marked 4 (four) placed in the Northeasterly bounds of sub-division number one of Turtle Bay Farm aforesaid; thence along the same Southeasterly in a line making an angle with the last-described line on the Easterly side thereof of one hundred and seventeen degrees and fifty-two minutes of a degree five hundred and twenty feet to a brown monumental stone marked 5 (five). This line intersects the Westerly side of First Avenue fifty-six feet and two-tenths of a foot South of Forty-Third Street; thence Southeasterly along the bounds of sub-division number one aforesaid two hundred and seventy feet and seventy-seven hundredths of a foot on a line making an angle with the last-described line on the Northeasterly side thereof of one hundred and sixty-nine degrees fifty-two minutes and forty-four seconds of a degree to an iron bolt in a rock numbered 6 (six); thence along the bounds aforesaid Southeasterly seventy feet and eighty-one hundredths of a foot on a line making an angle with the last-described line, on the Northeasterly side thereof of one hundred and seventy-six degrees eleven minutes and thirty seconds of a degree to an iron bolt numbered 7 (seven) near high-water mark on the shore of the East River; thence along a continuation of the last-described line Southeasterly to the East River, and thence Northeasterly along the same to the place of beginning. Containing seven acres and forty-one hundredths of an acre.

Also the right in common to the use of lane thirty-two feet wide, laid out in and along the Northeast bounds of sub-division

number one of Turtle Bay Farm aforesaid, and extending from the Eastern Post Road Southeasterly to a point forty-eight feet Northwesterly of First Avenue.

And also all other the right, estate and interest of them, the said parties of the first part in and to the whole of the said hereby described farm.

DEED OF TRUST.

MARY JANE WINTHROP

to

WILLIAM H. WINTHROP.

Dated 23d Oct., 1822.

Ack. 23d Oct., 1822.

Rec. 24th Oct., 1822.

162 Conveyances, 425.

Consideration, \$1.00.

CONVEYS all and singular the lands, tenements and real estate, situate in the Ninth Ward of the City of New York by sub-division number two of the Turtle Bay Farm, so called, on a partition thereof made between the heirs of the said Francis Bayard Winthrop, deceased.

In trust to receive the income thereof and apply the same to the sole and separate use of the said Mary Jane Winthrop during her life, and on her decease, if she leave a husband and also issue, then living, her surviving, then to such husband during his life, and on his decease to divide the same amongst her issue; if the issue should fail during her life, then remainder to her husband in fee, if he survive her. If neither issue nor husband survive her, then to her heirs in fee, reserving power of appointment and revocation by will.

She gives the said trustee, amongst other powers, the power also to sell and convey in fee simple all or any part of the said real estate, at his or their discretion, in parcels, or together, for such reasonable price as shall or may be obtained therefor, and the proceeds of all such sale or sales shall be deemed a part of the personal trust funds, and be subject to the same provisions as

are herein contained touching the personal estate hereby vested in the said William H. Winthrop, his executors and administrators.

Provided always, that on any sales to be made of any part of the said real estate during the lifetime of the said Mary Jane Winthrop, her previous assent shall be given, to be manifested either by her joining separate from her husband in the deed or conveyance thereof, or by some proper instrument declaring the same to be duly executed under her hand and seal."

WILLIAM H. WINTHROP,
Trustee, of 1st part,
 MARY JANE PARKIN (*late MARY*
JANE WINTHROP), *wife of*
 THOMAS PARKIN,
to
 SAMUEL L. WALDO *and*
 WILLIAM JEWETT.

DEED.

Dated 8th April, 1835.
 Ack. 17th April, 1835.
 Rec. 17th April, 1835.
 327 Conveyances, 507.
 Consideration, \$27,500.

CONVEYS said lot two of Turtle Bay Farm, by same description as in partition deed recorded in Liber 147 Conveyances page 6, above set forth.

SAMUEL L. WALDO *and* DE-
 LIVERANCE, *his wife*, WILLIAM
 JEWETT *and* MARY, *his wife*,
to
 JOHN LOWERY *and*
 PHILIP C. JOHNSON.

DEED.

Dated 2d May, 1836.
 Ack. 2d May, 1836.
 Rec. 2d May, 1836.
 351 Conveyances, 618.
 Consideration, \$83,000.

CONVEYS same premises by same description. Habendum in the following proportions, two-thirds to John Lowery and one-third to Philip C. Johnson. Subject to mortgage recorded in Liber 180 Morts., p. 490, since discharged.

JOHN LOWERY *and* CAROLINE
S., *his wife*, PHILIP C. JOHN-
SON

to

SAMUEL L. WALDO, WILLIAM
JEWETT, OBADIAH HOLMES
and RUSSELL STEBBINS.

DEED.

Dated 5th Oct., 1838.
Ack. 6th and 9th Nov.,
1838.
Rec. 12th Nov., 1838.
390 Conveyances, 295.
Consideration, \$52,000.

CONVEYS same premises by same description, subject to same mortgage.

MORTGAGE.

OBADIAH HOLMES, *and*
JANE, *his wife*,
of

THE EAST RIVER FIRE INSUR-
ANCE COMPANY.

TO SECURE \$8,750.
Dated 1st Oct., 1838.
Ack. 10th Nov., 1838.
Rec. 12th Nov., 1838.
229 Morts., 248.

CONVEYS all the equal undivided quarter part of the same premises by the same description.

IN CHANCERY.

Before Vice-Chancellor.

THE EAST RIVER FIRE INSUR-
ANCE COMPANY

vs.

OBADIAH HOLMES *and*
JANE, *his wife*.

- 1841—July 8. Bill filed to foreclose mortgage, recorded in
Liber 229 Morts., page 248.
- Aug. 24. Affidavit of service of subpœna upon Holmes
and wife on 20th July, 1841.
- Aug. 24. Affidavit of no appearance by Holmes and
wife.
- Aug. 24. Order *pro confesso* vs. Holmes and wife.
- Aug. 24. Order of reference to compute amount due.
- Sept. 15. Master reports \$9,975 due.
- Sept. 15. Decree of foreclosure and sale entered.
- Oct. 16. Decree enrolled.

DEED.

<hr/> WILLIAM MITCHELL, <i>Master in Chancery,</i> <i>to</i> THE EAST RIVER FIRE INSUR- ANCE COMPANY.	}	Dated 21st Oct., 1841. Ack. 25th Oct., 1841. Rec. 9th Nov., 1841. 419 Conveyances, 421. Consideration, \$3,300.
---	---	---

CONVEYS all the equal undivided quarter part of the same
premises by the same description.

Subject to one-fourth of the same mortgage mentioned in the
previous deed.

THE EAST RIVER FIRE INSUR-
ANCE COMPANY

to

RUSSEL STEBBINS,
JOHN BROUWER, *and*
JACOB BROUWER.

DEED.

}	Dated 25th Oct., 1841. Ack. 27th Jan., 1842. Rec. 17th Feb., 1842. 421 Conveyances, 614. Consideration, \$3,300.
---	--

CONVEYS all the one equal undivided quarter part of same
premises by same description.

Subject to one-fourth of the same mortgage.

Mrs. Gertrude Cutting, being seised, as hereinbefore shown, of certain premises adjoining the above-described property on the South, the division line between which ran diagonally to the present streets and avenues, agreed with the owners of lot number two upon a new line of division which should run parallel with the present streets and avenues.

The following are the conveyances by which this change of boundary was effected.

SAMUEL L. WALDO *and* DELIVERANCE, *his wife*, WILLIAM JEWETT *and* MARY, *his wife*, RUSSELL STEBBINS, JOHN BROUWER *and* ANN, *his wife*, JACOB BROUWER *and* JANE M., *his wife*,

to

GERTRUDE CUTTING.

DEED.

Dated 19th Oct., 1849.
Ack. 11th, 13th and 27th
March, 1850.
Rec. 14th June, 1851.
572 Conveyances, 634.
Consideration, \$10.

CONVEYS all and singular the estate, right, title, interest, use, right of way, easement, trust, claim and demand whatsoever, both at law or in equity, which we, the said parties of the first part, have, of, into, out of, or over, all that certain strip of land or lane, thirty-two feet wide, laid out, in, and along the Northerly bounds of Farm number one of the division of the Turtle Bay Farm in the Twelfth Ward of the City of New York. Commencing at a point in the Northerly bounds of said Farm number one, distant forty-eight feet, or thereabouts, Northwest-erly of the First Avenue (not yet opened), between Forty-second and Forty-third streets, and extending along said Northerly bounds Northwesterly to the Eastern Post Road, which said lane is laid down on a certain field-book and map of the division of the Turtle Bay Farm, made by John Randall, Jr., City Surveyor, in the year one thousand eight hundred and twenty.

SAMUEL L. WALDO *and* DELIVERANCE, *his wife*, WILLIAM JEWETT *and* MARY, *his wife*, RUSSELL STEBBINS, JOHN BROUWER *and* ANN, *his wife*, JACOB BROUWER *and* JANE M., *his wife*,

to

GERTRUDE CUTTING.

DEED.

Dated 20th Oct., 1849.
Ack. 11th, 13th and 27th
March, 1850.
Rec. 14th June, 1851.
572 Conveyances, 635.
Consideration, \$1,500.

CONVEYS all that certain lot, piece or parcel of land, situate, lying and being in the Twelfth Ward of the City of New York, bounded as follows, to wit: Beginning at a point on the Easterly side or line of a piece of land, which, on the map of the Commissioners appointed in and by an act entitled "An Act relative to improvements touching the laying out of streets and roads in the City of New York, and for other purposes," passed April 3d, 1807, and filed in the year 1811, is designated as a contemplated avenue, to be called the First Avenue, not yet opened, distant one hundred feet five inches Southerly from the Southerly side or line of Forty-third street, and running thence Easterly and parallel with Forty-third Street one hundred feet; thence southerly and parallel with the said piece of land designated on the said map as a contemplated avenue to be called the First Avenue, forty-seven feet five and a half inches to the division line between Farm No. 1 and Farm No. 2 of the division of the Turtle Bay Farm, thence Northwesterly along said division line sixty-eight feet four and a quarter inches; thence Northerly along said division line thirty-eight feet six inches to the Easterly side or line of the said piece of land designated on the map as a contemplated avenue, to be called the

First Avenue, and thence Northerly along said Easterly side or line of the said piece of land designated on the map aforesaid as a contemplated avenue, to be called the First Avenue, eight feet and five inches to the point of beginning. And also all that part or portion of the aforesaid piece of land described in the said Commissioners' map as a certain avenue, to be called the First Avenue, lying in front of the lot of land above described, and extending to the said division line between Farms No. 1 and No. 2 of the division of the Turtle Bay Farm.

And also all that certain other lot, piece, or parcel of land situate, lying and being in the Twelfth Ward of the City of New York, bounded as follows, to wit: Beginning at the corner formed by the intersection of the Westerly side or line of the aforesaid piece of land designated on the said map of the said Commissioners as a contemplated avenue to be called the First Avenue, not yet opened, with the Southerly side or line of Forty-Third Street, and running thence Westerly along the said Southerly side or line of Forty-Third Street one hundred and five feet and eleven inches; thence Southeasterly along the division line between farm No. 1 and farm No. 2 of the division of the Turtle Bay Farm one hundred and nineteen feet ten inches to the Westerly side or line of the aforesaid piece of land designated on the said map or chart as a contemplated avenue, to be called the First Avenue, and then Northerly along the Westerly side or line of the said piece of land designated on the said map as a contemplated avenue, to be called the First Avenue, fifty-six feet two and a-half inches to the point of beginning. And also, all that part or portion of the said piece of land designated on the said commissioners' map as a contemplated avenue, to be called the First Avenue, lying in front of the lot last above described, and extending to the centre of the said piece of land described as aforesaid in front to the said division line between farms No. 1 and No. 2 on one side, and to a line drawn in continuation of

the Southerly line of Forty-Third Street on the other side.

And also all that certain other lot, piece, or parcel of land, situate, lying and being in the Twelfth Ward, of the City of New York, bounded as follows, to wit: Beginning at a point in the division line between farm No. 1 and farm No. 2, of the division of the Turtle Bay farm, distant fifty-five feet and ten inches or thereabouts, Northerly from the Northerly side or line of Forty-third street, and three hundred and twenty-five feet Easterly from the Easterly side or line of the Second Avenue, and running thence Northerly and parallel with the said Second Avenue forty-four feet and seven inches to the centre line of the block; thence Easterly and parallel with Forty-third Street twenty-five feet; thence Southerly and parallel with the Second Avenue fifty-seven feet eight inches; and thence Northwesterly along the division line between farm No. 1 and farm No. 2 of the division of the Turtle Bay Farm twenty-eight feet three and one quarter inches to the place of beginning. And also all the right, title, interest, easement, and right of way of the parties of the first part of, in, and to, and over the lane adjoining the land hereby conveyed or intended so to be, be the said dimensions more or less.

DEED.

GERTRUDE CUTTING	}	Dated 20th Oct., 1849.
to		Ack. 13th June, 1851.
SAMUEL L. WALDO, WILLIAM		Rec. 14th July, 1851.
JEWETT, RUSSELL STEBBINS,		572 Conveyances, 638.
JOHN BROUWER and JACOB BROUWER.		Consideration, \$1,500.

CONVEYS all that certain lot, piece, or parcel of land, situate, lying, and being in the Twelfth Ward of the City of New York, bounded as follows, to wit: Beginning at a point on the North-

erly side or line of Forty-second street, distant one hundred feet Eastwardly from the Easterly side or line of a piece of land which, on the map of the Commissioners appointed in and by an act entitled, "An Act relative to improvements touching the laying out of streets and roads in the City of New York, and for other purposes." passed April 3, 1807, and filed in the year 1811, is designated as a contemplated avenue, to be called the First Avenue, not yet opened, and running thence Northerly and parallel with the said contemplated avenue, to be called the First Avenue, fifty-two feet eleven and one half inches; thence Southeastwardly along the division line between farm No. 1 and farm No. 2 of the division of the Turtle Bay Farm one hundred and seventy-five feet two and a half inches to the Northerly side or line of Forty-Second Street; and thence Westwardly along the Northerly side or line of Forty-Second Street one hundred and sixty-seven feet to the point of beginning, be the said several dimensions more or less.

And also all that other lot, piece, or parcel of land situate, lying and being in the Twelfth Ward of the City of New York, bounded as follows, to wit: Beginning at a point on the Northerly side or line of Forty-Third Street, distant three hundred and fifty feet Eastwardly from the Easterly side or line of the Second Avenue, and running thence Northwardly and parallel with the Second Avenue forty-two feet nine inches; thence Southeastwardly along the division line between farm No. 1 and farm No. 2 of the division of the Turtle Bay farm ninety-one feet one and a half inches to the Northerly line of Forty-third Street; and thence Westwardly along the Northerly line of Forty-third Street eighty feet seven and a half inches to the point of beginning, be the said several dimensions more or less.

DEED.

JOHN BROUWER *and*
 ANN, *his wife*,
 JACOB BROUWER *and*
 JANE M., *his wife*,
to
 RUSSEL STEBBINS.

Dated 31st May, 1851.
 Ack. 14th June, 1851.
 Rec. 14th June, 1851.
 575 Conveyances, 320.
 Consideration, \$10.

CONVEYS all the two equal undivided one-third parts of one equal undivided one-fourth part of all the said lot number two of Turtle Bay Farm by the same description as in partition deed above set forth, and recorded in Liber 147 Conveyances, page 6, and also all the premises conveyed in the previous deed.

Excepting the portions of said lot number two conveyed to Mrs. Cutting as above set forth.

Subject to mortgage recorded in Liber 252 Morts., page 194, which was discharged on 16th July, 1852.

DEED.

The Mayor, Aldermen and Com-
monalty of the City of New York
to
 RUSSEL STEBBINS, SAMUEL L.
 WALDO *and* WILLIAM JEWETT.

Dated 19th May, 1852.
 Prov. 1st June, 1852.
 Rec. 16th July, 1852.
 608 Conveyances, 535.
 Consideration, \$1,205.

CONVEYS all that certain water lot or vacant ground and soil under water to be made land, and gained out of the East River, or harbour of New York, and bounded, described, and containing as follows, that is to say: Beginning at a point formed by the intersection of the line of original high-water mark with a line running through the centre of Forty-Second Street; thence, running Easterly along said line, running through the centre of Forty-Second Street three hundred and forty-four

feet to the Easterly line of Avenue A ; thence Northerly along said line of Avenue A five hundred and forty-one feet eight inches , thence Westerly along a line running through the centre of Forty-Fourth Street three hundred and one feet to the line of original high-water mark ; and thence Southerly along the line of original high-water mark as it runs to the point or place of beginning ; as particularly designated and shown on a map hereto annexed, dated New York, May, 1852, made by John S. Serrell, City Surveyor, and to which reference may be had, said map being considered a part of this indenture, the premises conveyed being coloured pink on said map, be the said dimensions more or less.

Habendum in the following proportions, one-half to Russel Stebbins, and one-quarter to each of the other grantees.

DEED.

SAMUEL L. WALDO *and* DELIVERANCE, *his wife*, WILLIAM JEWETT *and* MARY, *his wife*,
to
RUSSEL STEBBINS.

Dated 15th July, 1852.
Ack. 15th July, 1852.
Rec. 15th July, 1852.
606 Conveyances, 575.
Consideration, \$21,800.

CONVEYS all the equal one undivided half part of all that certain piece, or parcel of land, situate in the Nineteenth Ward of the City of New York, described as follows, to-wit: Commencing at a point in the Southerly line of Forty-Fourth Street, distant three hundred and twenty-five feet Easterly from the point formed by the intersection of the Easterly line of the Second Avenue with the Southerly line of Forty-Fourth Street ; running thence Easterly along the Southerly line of Forty-Fourth Street till it intersects the line of the Westerly shore of the East River ; thence Southerly along, and following, the line of said shore to the Northerly line of Forty-Second Street ; thence Westerly

along the Northerly line of Forty-Second Street to a point therein distant eight hundred and fifty feet Easterly from the point formed by the intersection of the Easterly line of the Second Avenue with the Northerly line of Forty-Second Street; thence Northerly and parallel with Second Avenue one hundred feet and five inches; thence Westerly and parallel with Forty-Second Street one hundred and fifty feet; thence Northerly and parallel with Second Avenue one hundred and sixty feet and five inches till it intersects the Southerly line of Forty-Third Street; thence Westerly along the Southerly line of Forty-Third Street three hundred and fifty feet to a point therein three hundred and fifty feet Easterly from the Easterly line of the Second Avenue; thence Northerly and parallel with Second Avenue one hundred feet and five inches; thence Westerly and parallel with Forty-Third Street twenty-five feet; and then Northerly and parallel with Second Avenue one hundred feet and five inches to the place of beginning. Saving and reserving from out of the said above-described premises so much thereof as is included in and lies within the limits of Forty-Third Street, running through said premises, and duly opened as and for a public street or highway.

And also, the equal undivided half part of the premises described in the preceding water grant, by the same description.

Subject to mortgage recorded in Liber 396 Mortgages, page 453, which was discharged on 16th July, 1852.

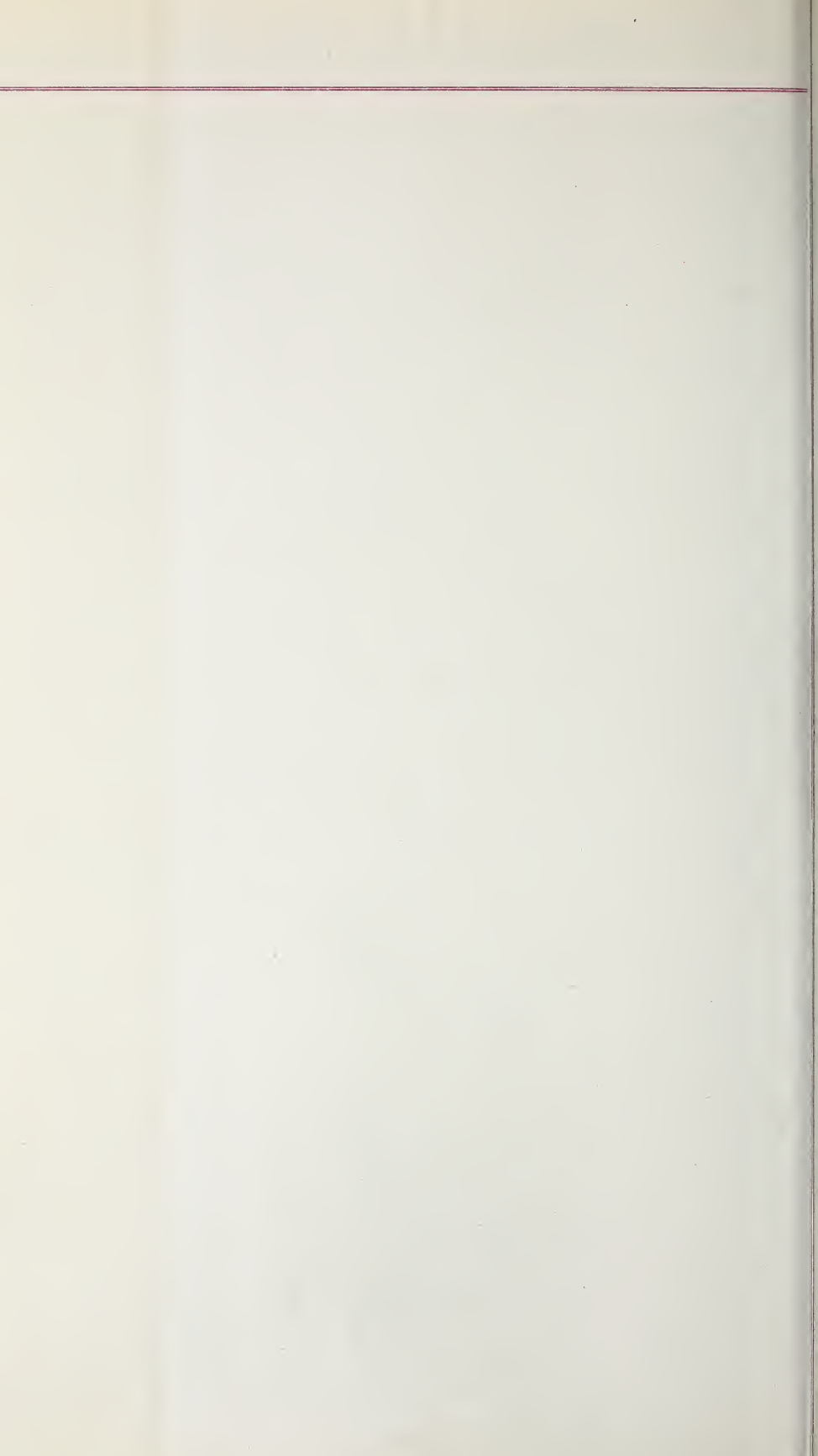
DEED.

RUSSEL STEBBINS
to
JOHN T. ALLEN *and*
THOMAS MORTON.

Dated 16th July, 1852.
Ack. 16th July, 1852.
Rec. 16th July, 1852.
608 Conveyances, 541.
Consideration, \$55,000.

CONVEYS all of same premises described in the previous deed by same description.

Notes on the Turtle Bay Farm. — Sub-division Two.



VIEW

VIEW



VIEW

VIEW



THIRD

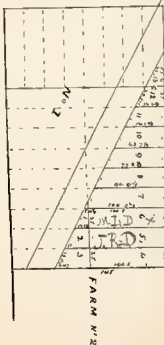
AVENUE

MAP
OF
ALLOTMENT N° 3
OF THE
TURTLE BAY FARM
in the District of the City of New York
BY RESOLUTION, Jc. Pass
August 2nd 1923
Division of the Land and the Urban, South, 25

FORTYTHIRD

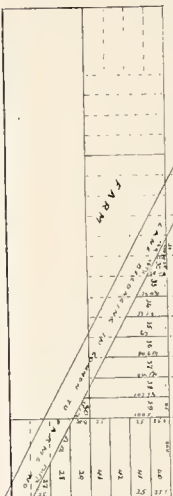
SECOND

AVENUE

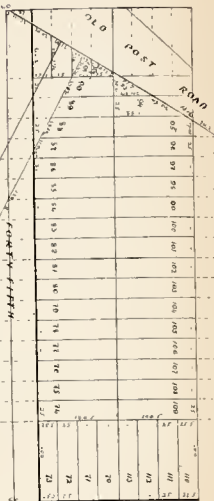


STREET

FORTY FOURTH



FARM N° 4



FARM N° 5

FOURTH STREET

STREET

FOURTH STREET

STREET

SUB-DIVISION NUMBER THREE OF TURTLE BAY FARM.

This parcel of land, as above stated, was set apart to Cornelia Taylor, wife of Charles W. Taylor. The following is the deed of partition conveying the same to her :

JOHN STILL WINTHROP *and*
HARRIET, *his wife*, FRANCIS
B. WINTHROP *and* ELIZABETH,
his wife, WILLIAM H. WIN-
THROP *and* MARGARET ANN,
his wife, JOHN M. ASPINWALL
and CHARLOTTE ANN, *his*
wife, THOMAS CHARLES WIN-
THROP *and* MARY JANE WIN-
THROP

to

CORNELIA TAYLOR, *wife of*
CHARLES W. TAYLOR.

DEED.

Dated 31st July, 1820.
Ack. 5th Aug., 1820.
Rec. 7th Aug., 1820.
147 Conveyances, 10.
Consideration, \$3,857.15

CONVEYS all the six undivided seventh parts of the said farm,
distinguished in the said map and field book by the sub-division or

farm number three of the said Turtle Bay Farm, butted, bounded, and described as follows: Beginning at a brown monumental stone marked 11 (eleven), placed at the intersection of the Southerly side of the Eastern post-road, so called, by the Northerly side of Forty-Sixth Street, and running thence Southeasterly along the Northerly side of said street, which is also the Southwesterly bounds of sub-division number five of Turtle Bay Farm aforesaid, eight hundred and sixty-nine feet and seven-tenths of a foot to a brown monumental stone marked 12 (twelve), placed three hundred and twenty-five feet Easterly of Second and Westerly of First Avenues; thence Southwesterly seven hundred and twenty-six feet, and sixty-six hundredths of a foot, on a line at right angles to the last described line along the Northwest bounds of sub-divisions number five, four, and two of Turtle Bay Farm aforesaid to the West corner of said sub-division number two, where is placed a brown monumental stone marked 4 (four) in the Northeast bounds of sub-division number one of Turtle Bay Farm aforesaid; thence Northwest-erly along the said bounds eleven hundred and thirteen feet on a line making an angle with the last described line on the North side thereof of sixty-one degrees, thirty-two minutes and forty-three seconds, of a degree to the Eastern post-road aforesaid, where is placed a brown monumental stone marked 3 (three), and thence along the same, Easterly, two hundred and twenty-five feet and thirty-six hundredths of a foot to the place of beginning, containing ten acres and one-tenth of an acre.

Also the right to the use in common of a lane thirty-two feet wide, laid out in and along the Northeast bounds of sub-division number one of Turtle Bay Farm aforesaid, and extending from the Southerly corner of said sub-division number three, Northwesterly along its Westerly bounds to the Eastern Post-Road.

Also, all other the right, estate, and interest of them, the said parties of the first part, in and to the whole of the said hereby described farm.

DEED.

CHARLES W. TAYLOR *and*
 CORNELIA, *his wife*,
to
 JAMES DOBBIN.

Dated 10th Oct., 1820.
 Ack. 13th Oct., 1820.
 Rec. 14th Oct., 1820.
 147 Conveyances, 210.
 Consideration, \$3,500.

CONVEYS same premises as partition deed to Mrs. Taylor by same description.

DEED.

JAMES DOBBIN *and*
 CHARLOTTE, *his wife*,
to
 ANN ELIZABETH BAEHR.

Dated 26th Jan., 1826.
 Ack. 26th Jan., 1826.
 Rec. 26th Jan., 1826.
 200 Conveyances, 103.
 Consideration, \$8,000.

CONVEYS same premises by same description.

Subject to mortgage recorded in Liber 51 Morts., page 170;
 which was discharged on 9th August, 1833.

DEED.

ANN ELIZABETH BAEHR
to
 SPENCER D. COTTEN.

Dated 19th Oct., 1830.
 Ack. 19th Oct., 1830.
 Rec. 20th Oct., 1830.
 265 Conveyances, 429.
 Consideration, \$9,000.

CONVEYS same premises by same description.

Subject to same mortgage.

As appears in the suit of Stuart *vs.* Kissam hereinafter set forth, the above conveyance, though taken in the name of Spencer D. Cotten, individually, was actually made to him in trust for Mary R. Stuart. On 30th October, 1830, said Cotten executed a declaration of trust to that effect, agreeing to convey the same on payment to him of an advance of \$301.95, with in-

terest. The said sum having been paid, Mrs. Stuart directed the following conveyance to Daniel W. Kissam, Jr. :

DEED.

SPENCER D. COTTEN <i>and</i> MARGARET G., <i>his wife</i> , <i>to</i> DANIEL W. KISSAM, JR.	Dated 29th April, 1833. Ack. 29th April, 1833. Rec. 25th Oct, 1833. 305 Conveyances, 10. Consideration, \$24,000.
--	---

CONVEYS same premises by same description.

MORTGAGE.

DANIEL W. KISSAM, JR., <i>to</i> SPENCER D. COTTEN.	TO SECURE \$20,000. Dated 29th April, 1833. Ack. 3d May, 1833. Rec. 25th Oct., 1833. 164 Mortgages, 573.
---	--

COVERS same premises by same description.

ASSIGNMENT OF
MORTGAGE.

SPENCER D. COTTEN <i>to</i> JOSEPH KISSAM	Dated 3d May, 1833. Ack. 3d May, 1833. Rec. 27th June, 1835. 186 Mortgages, 435. Consideration, \$20,000.
---	---

Assigns the above mortgage.

Joseph Kissam afterwards gave a declaration of trust to Mrs. Mary R. Stuart, certifying that he held the said mortgage as trustee for her sole and separate use. The said trustee on 16th November, 1835, cancelled said mortgage of record. See Liber 5 Discharges, 638. In 1842 the said Mary R. Stuart com-

menced a suit (see *Stuart vs. Kissam*, hereinafter set forth) with the object, amongst others, of setting aside said cancellation, as having been done fraudulently, and of restoring the lien of said mortgage. The suit in this particular was unsuccessful. See opinion of general term of Supreme Court, reported in *Stuart vs. Kissam*, 11 Barbour, 271.

Last Will and Testament
of
 DANIEL W. KISSAM, JR.

Dated 1st Dec., 1834.
 Proved 15th April, 1835.
 72 Wills, 346.

The testator, after bequeathing various legacies, devises all the remainder of his estate, real and personal, to his three brothers, Joseph, Samuel, and Timothy T. Kissam, and his two sisters, Maria and Elizabeth Helen (now wife of Richard D. Conklin), to be equally divided between them, share and share alike. The said Elizabeth Helen is to hold her share free from the control of her husband.

DEED.

TIMOTHY T. KISSAM *and* SARAH
his wife, RICHARD M. CONKLIN
and ELIZABETH H., *his wife*,
and MARIA KISSAM,
to
 JOSEPH KISSAM *and*
 SAMUEL KISSAM.

Dated 28th Oct., 1835.
 Ack. 12th Nov., and on
 12th and 16th Dec.,
 1835.
 Rec. 16th Dec., 1835.
 342 Conveyances, 404.
 Consideration, \$1.00.

RECITES that parties of the second part purchased the above-described premises jointly with their brother Daniel W. Kissam, Jr., on 29th April, 1833; but that for convenience the title was taken in the name of Daniel W. Kissam, Jr., alone, and that two undivided third parts thereof were held by him in trust for them.

CONVEYS the said undivided two-third parts (so held in trust by the said Daniel W. Kissam, Jr., at the time of his death) of same premises by same description.

SAMUEL KISSAM *and* ELIZABETH,
his wife, TIMOTHY T. KISSAM
and SARAH B., *his wife*,
 RICHARD M. CONKLIN *and*
 ELIZABETH H., *his wife*, *and*
 MARIA KISSAM
to
 JOSEPH KISSAM.

DEED.

Dated 3d Dec., 1835.
 Ack. 3d, 12th and 16th
 Dec., 1835.
 Rec. 16th Dec., 1835.
 342 Conveyances, 407.
 Consideration, \$35,790.

CONVEYS nine equal undivided fifteenth parts of all that farm, lot, or parcel of ground situate in the Twelfth Ward of the City of New York. Bounded and described (on a map of allotment, number three, of the Turtle Bay Farms, in the Twelfth Ward, of the City of New York, belonging to the Estate of D. W. Kissam, Jr., deceased, dated New York, October 1st, 1835, and made by Edwin Smith, City Surveyor, which map is to be filed in the office of the Register of the City and County of New York at the time of the recording of this Conveyance) as follows, to wit: Beginning at the point of intersection of the Southerly side of the Eastern Post Road, so called, by the Northerly side of Forty-Sixth Street, and running thence Southeast-erly along the Northerly side of said street, which is also the Southwesterly bounds of sub-division number five of Turtle Bay Farm, eight hundred and sixty-nine feet eight inches, to a point on the Northerly side of said street, distant three hundred and twenty-five feet Easterly from the Easterly side of the Second Avenue; thence Southwesterly on a line at right angles to the last described line along the Northwest bounds of sub-division numbers five, four, and two of Turtle Bay Farms, seven hun-

dred and twenty-six feet eight inches to a point being the West corner of said sub-division number two; thence Northwesterly along the bounds of sub-division number one of Turtle Bay Farms, eleven hundred and thirteen feet to the Eastern Post Road aforesaid; thence Easterly along said Post Road one hundred and fifty-three feet seven inches to its point of intersection with the Southerly side of Forty-Sixth Street; thence Easterly along said Post Road sixty-eight feet four inches to the place of beginning. Saving and excepting out of the before described premises lots numbers 78 (seventy-eight), 79 (seventy-nine), 80 (eighty), 81 (eighty-one), 82 (eighty-two), 83 (eighty-three), 100 (one hundred), 101 (one hundred and one), 102 (one hundred and two), 103 (one hundred and three), 104 (one hundred and four), 105 (one hundred and five), with the one-half of Forty-Fifth and Forty-Sixth Streets directly in front of the said last mentioned lots, which were by deed of like date with these presents conveyed by the parties to this indenture to one Gilbert Leggett, of the City of New York, cartman. And also saving and excepting lots Nos. 84, 85, 86, 87, 96, 97, 98, 99, with the one-half of Forty-Fifth and Forty-Sixth Streets, directly in front of them, which were by deed of like date with these presents conveyed by the parties to this indenture to Varnum P. Shattuck, of the City of New York, merchant, and John Ackland, of the same place, grocer. Also, the right to use, in common with the proprietors of other parts of the said Turtle Bay Farm who are entitled thereto, and their assigns, a way or passage over a lane thirty-two feet wide, laid out in and along the Northeast boundary of sub-division number one of Turtle Bay Farm aforesaid, and extending from the Southerly corner of said sub-division number three Northwesterly along its Westerly bounds to the Eastern Post Road, until the public streets and avenues or some of them shall be opened and worked so as to accommodate the hereby granted premises, when the use hereby granted of said lane is to cease.

CONVEYS same premises by same description.

Subject to above mortgage.

DEED.

JOSEPH KISSAM

to

WILLIAM STEWART.

Dated 10th Oct., 1842.
Ack. 10th Oct., 1842.
Rec. 11th Oct., 1842.
428 Conveyances, 603.
Consideration, \$10.00.

CONVEYS same premises by same description.

Subject to above mortgage.

IN CHANCERY.

Before Vice-Chancellor.

ROBERT STUART *and* MARY R.
STUART

vs.

JOSEPH KISSAM, SAMUEL KISSAM,
TIMOTHY T. KISSAM,
WILLIAM ONDERDONK, SAMUEL KISSAM, *Cartman*, ANNA
E. COOKE, *Executrix of* EDWARD P. COOKE, *Deceased*,
JAMES C. PAUL, RICHARD M. CONKLIN *and* ELIZABETH
HELEN CONKLIN, *his wife*, MARIA KISSAM, CHARLES
STURGES *and* MARGARET STURGES, *his wife*, JOHN KISSAM,
SARAH I. KISSAM, EDWARD KISSAM *and* WILLIAM
STEWART.

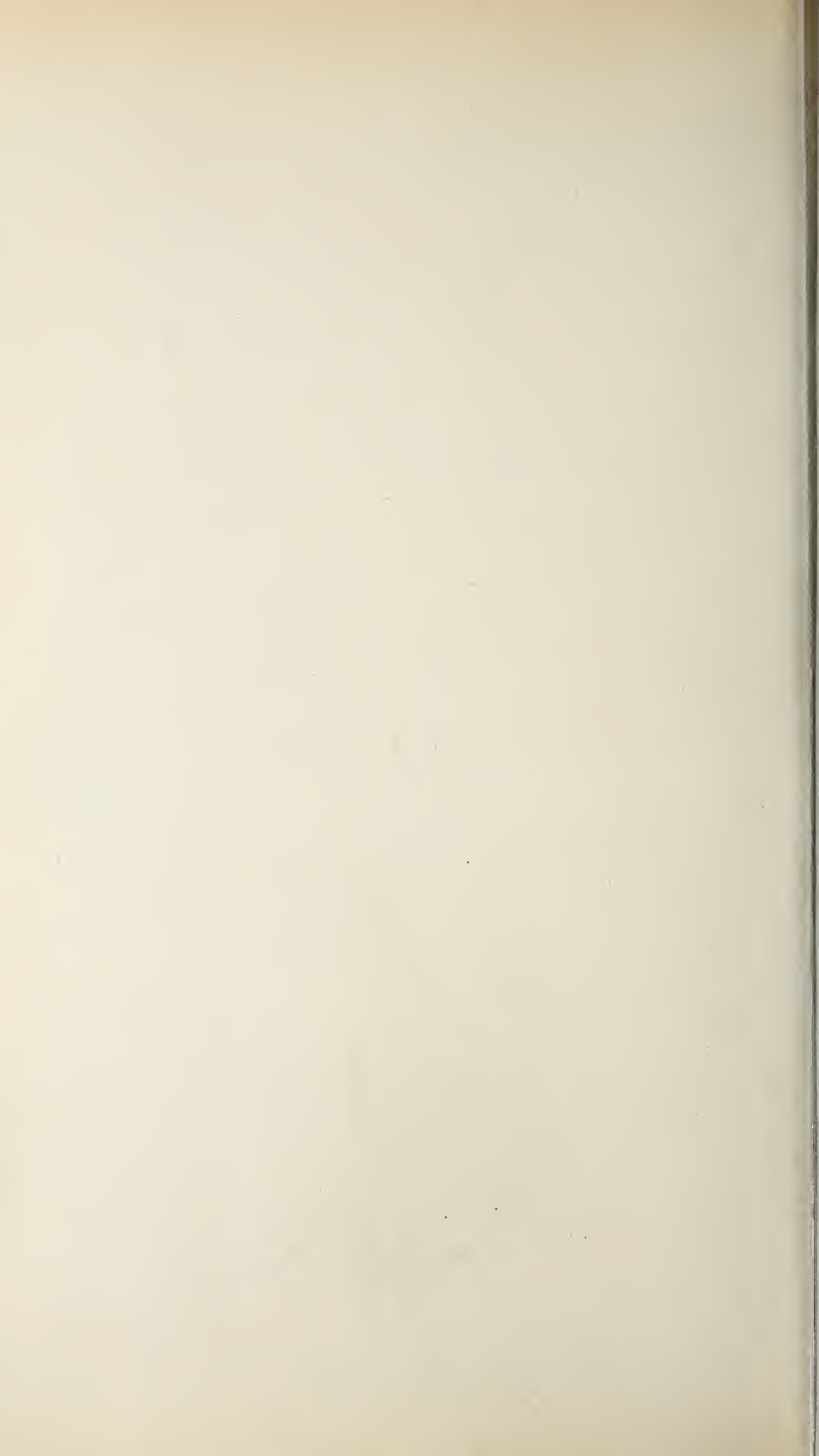
1842—Dec. 15. Bill filed to restore lien of mortgage from Kissam to Cotten (164 Morts., 573), and to foreclose mortgage recorded in 195 Morts., 168.

All defendants answered except William Stewart, who consented that bill be taken *pro confesso* against him.

1848—March 13. Decree entered adjudging the bond and mortgage of Daniel W. Kissam, Jr., still subsisting obligations, directing a sale of the 42 lots covered by 195 Morts., 168, and containing equitable provisions in case of a deficiency, for collecting the same from the rest of the premises covered by Cotten mortgage, and from the estate of Daniel W. Kissam, Jr.

1848—Dec. 6. Sheriff's report of sale of the 42 lots filed.

1853—April 14. Reversal by the General Term of so much of the decree as is based upon the restoration of the lien of the Cotten mortgage, at the same time sustaining the title under the sale of the 42 lots. See opinion reported in 11 Barbour, 271.



Notes on the Turtle Bay Farm.—Sub-division Three.



SECTION NUMBER FOUR OF THE RAILROAD

THESE ARE THE SEVERAL
PARCELS OF LAND
WHICH ARE OWNED BY
THE RAILROAD COMPANY
AND WHICH ARE
OFFERED FOR SALE
AT THE FOLLOWING
PRICES:

SECTION 10		SECTION 11		SECTION 12	
1	2	3	4	5	6
7	8	9	10	11	12
13	14	15	16	17	18
19	20	21	22	23	24
25	26	27	28	29	30
31	32	33	34	35	36
37	38	39	40	41	42
43	44	45	46	47	48
49	50	51	52	53	54
55	56	57	58	59	60
61	62	63	64	65	66
67	68	69	70	71	72
73	74	75	76	77	78
79	80	81	82	83	84
85	86	87	88	89	90
91	92	93	94	95	96
97	98	99	100	101	102
103	104	105	106	107	108
109	110	111	112	113	114
115	116	117	118	119	120
121	122	123	124	125	126
127	128	129	130	131	132
133	134	135	136	137	138
139	140	141	142	143	144
145	146	147	148	149	150
151	152	153	154	155	156
157	158	159	160	161	162
163	164	165	166	167	168
169	170	171	172	173	174
175	176	177	178	179	180
181	182	183	184	185	186
187	188	189	190	191	192
193	194	195	196	197	198
199	200	201	202	203	204
205	206	207	208	209	210
211	212	213	214	215	216
217	218	219	220	221	222
223	224	225	226	227	228
229	230	231	232	233	234
235	236	237	238	239	240
241	242	243	244	245	246
247	248	249	250	251	252
253	254	255	256	257	258
259	260	261	262	263	264
265	266	267	268	269	270
271	272	273	274	275	276
277	278	279	280	281	282
283	284	285	286	287	288
289	290	291	292	293	294
295	296	297	298	299	300

THESE ARE THE SEVERAL
PARCELS OF LAND
WHICH ARE OWNED BY
THE RAILROAD COMPANY
AND WHICH ARE
OFFERED FOR SALE
AT THE FOLLOWING
PRICES:

SECTION 10		SECTION 11		SECTION 12	
1	2	3	4	5	6
7	8	9	10	11	12
13	14	15	16	17	18
19	20	21	22	23	24
25	26	27	28	29	30
31	32	33	34	35	36
37	38	39	40	41	42
43	44	45	46	47	48
49	50	51	52	53	54
55	56	57	58	59	60
61	62	63	64	65	66
67	68	69	70	71	72
73	74	75	76	77	78
79	80	81	82	83	84
85	86	87	88	89	90
91	92	93	94	95	96
97	98	99	100	101	102
103	104	105	106	107	108
109	110	111	112	113	114
115	116	117	118	119	120
121	122	123	124	125	126
127	128	129	130	131	132
133	134	135	136	137	138
139	140	141	142	143	144
145	146	147	148	149	150
151	152	153	154	155	156
157	158	159	160	161	162
163	164	165	166	167	168
169	170	171	172	173	174
175	176	177	178	179	180
181	182	183	184	185	186
187	188	189	190	191	192
193	194	195	196	197	198
199	200	201	202	203	204
205	206	207	208	209	210
211	212	213	214	215	216
217	218	219	220	221	222
223	224	225	226	227	228
229	230	231	232	233	234
235	236	237	238	239	240
241	242	243	244	245	246
247	248	249	250	251	252
253	254	255	256	257	258
259	260	261	262	263	264
265	266	267	268	269	270
271	272	273	274	275	276
277	278	279	280	281	282
283	284	285	286	287	288
289	290	291	292	293	294
295	296	297	298	299	300

MAP
OF
SUB-DIVISION N° FOUR
OF
TURTLE BAY FARM
The Lot numbers are
taken from MAP N°
450 in NY Reg^{rs}
office

SUB-DIVISION 5.

FORTY FIFTH

SUB-DIVISION. 3.

FORTY FOURTH

AVENUE

FIRST

St.

Subdivision 5. 477

LE BAY

RIVER

EAST

STREET

STREET

404

18

1

SUB-DIVISION NUMBER FOUR OF TURTLE BAY FARM.

This parcel of land, as hereinbefore stated, was set apart to Charlotte Ann Aspinwall, wife of John M. Aspinwall. The following is the deed of partition conveying the same to her :

JOHN STILL WINTHROP *and*
HARRIET, *his wife*, FRANCIS
B. WINTHROP, *and* ELIZABETH,
his wife, CHARLES W. TAYLOR
and CORNELIA, *his wife*, WIL-
LIAM H. WINTHROP *and* MAR-
GARET ANN, *his wife*, THOMAS
CHARLES WINTHROP *and*
MARY JANE WINTHROP

to

CHARLOTTE ANN ASPINWALL,
wife of JOHN M. ASPINWALL.

DEED.

Dated 31st July, 1820.

Ack. 5th Aug., 1820.

Rec. 7th Aug., 1820.

147 Conveyances, 14.

Consideration, \$4,714.29

CONVEYS all the six undivided seventh parts of the said farm distinguished in the said map and field book by the sub-division or farm number four of the said Turtle Bay farm, butted, bounded, and described as follows: Beginning at the shore of the East River, where the same is intersected by the North side of Forty-Fourth Street, and running thence Northwesterly along

the same, which is also the Northeast bounds of sub-division number two of Turtle Bay Farm aforesaid, to a brown monumental stone marked 10 (ten), placed three hundred and twenty-five feet East of Second and West of First Avenue which is also in the Southeasterly bounds of sub-division number three of Turtle Bay Farm aforesaid; thence Northeasterly along the said bounds, at right angles to the last described line, two hundred and sixty feet and eight tenths of a foot, to an iron bolt, number 13 (thirteen), in a rock placed in the North side of Forty-Fifth Street; thence Southeasterly along the same, which is also the Southwest bounds of sub-division number 5 (five), of Turtle Bay Farm aforesaid, four hundred and twenty-five feet to the East side of First Avenue, where is placed a brown monumental stone marked 14 (fourteen); thence Northeasterly two hundred and six feet and fifty-two hundredths of a foot, on a line making an angle with the last described line on the North side thereof, of one hundred and three degrees and thirty-one minutes of a degree, to a brown monumental stone marked 15 (fifteen), placed in the South side of Forty-Sixth Street; thence along the same, Southeasterly, one hundred and seven feet and thirty-five hundredths of a foot to a bolt in a rock; thence, continuing along the same to the shore of Turtle Bay, on the East River; and thence along the same, and the shore of the East River, Southeasterly and Southwesterly to the place of beginning. Containing six acres and nineteen hundredths of an acre.

Also the right in common to the use of a lane twenty-five feet wide, laid out in the sub-division number five of Turtle Bay Farm, aforesaid, and extending from the said sub-division number four to the Eastern Post Road, as follows: The Westerly side of said lane begins at the monumental stone aforesaid, marked 15 (fifteen), placed in the South side of Forty-Sixth Street, and runs thence Northeasterly two hundred and thirty-three feet and seventy-three hundredths of a foot, on a line

making an angle with the said Forty-sixth street, on the North-erly side thereof, of eighty-six degrees and fifty-six minutes of a degree, to a brown monumental stone marked 17 (seventeen); thence Northeasterly thirty-five feet and forty-five hundredths of a foot on a line making an angle with the last described line on the Westerly side thereof one hundred and fifty-six degrees and one minute of a degree to a brown monumental stone marked 18 (eighteen), which is twenty-five feet at right angles South-erly from the Northeasterly bounds of sub-division number five aforesaid, and thence Northwesterly, parallel to the said bounds, and on a line making an angle with the last described line on the Westerly side thereof of one hundred and twenty-two degrees and thirty-three minutes of a degree, twelve hundred and thirty-four feet to the Eastern Post Road, so called. Said right of way to continue until Forty-Fifth Street be fully opened and worked from said farm number four to the Third Avenue, and thereafter to cease and be discontinued.

And also all other the right, estate, and interest of them, the said parties of the first part, in and to the whole of the said hereby described farm.

DEED OF TRUST.

JOHN MYER ASPINWALL

to

JOHN VAN BEUREN.

Dated 10th June, 1823.

Ack. 19th Feb., 1825.

Rec. 19th Feb., 1825.

185 Conveyances, 170.

Consideration, \$1.00.

RECITES will of Francis B. Winthrop, and the above deed of partition to Mrs. Aspinwall.

CONVEYS all his interest in all the real estate of his wife Charlotte Ann Aspinwall, whether vested in her by devise from her said father, or otherwise.

In trust to receive rents, etc., and apply them to the use of Charlotte Ann Aspinwall, with authority to her, by any separate

COVERS same premises by same description.

MORTGAGE.

SAME

to

SAME.

To SECURE \$1,496.55.
Dated 22d Dec., 1835.
Ack. 22d Dec., 1835.
Rec. 22d Dec., 1835.
195 Mortgages, 117.

COVERS same premises by same description.

MORTGAGE.

SAME

to

SAME.

To SECURE \$1,456.95.
Dated 1st Feb., 1836.
Ack. 1st Feb., 1836.
Rec. 2d Feb., 1836.
195 Mortgages, 231.

COVERS same premises by same description.

RELEASE OF MORTGAGE.

THOMAS JEREMIAH, *Clerk of the City and County of New York, and Clerk of the Court of Common Pleas for the City and County of New York,*

to

DANIEL B. TALLMADGE.

Dated 19th April, 1836.
Ack. 6th June, 1836.
Rec. 23d June, 1836.
357 Conveyances, 423.
Consideration, \$1.00.

Releases from the lien of the three mortgages last above set forth "all that certain part and portions of the lands and premises embraced and contained in the aforesaid three several indentures of mortgages which is situate Northerly of the centre of Forty-fifth street, being all that part of the mortgaged

premises lying between Forty-Fifth and Forty-Sixth Streets, and between the First Avenue and the East River."

The title here diverges; the portions of said lot four lying North and South of Forty-Fifth Street having been conveyed separately.

SUB-DIVISION FOUR, SOUTH OF FORTY-FIFTH STREET.

DEED.

DANIEL B. TALLMADGE *and*
 MARY J., *his wife*,
to
 WILLIAM WAGSTAFF.

Dated 20th April, 1836.
 Ack. 16th June, 1836.
 Rec. 8th Aug., 1836.
 364 Conveyances, 262.
 Consideration, \$52,000.

CONVEYS all that certain piece or parcel of land situate in the Twelfth Ward of the City of New York, on the East River at Turtle Bay, being a part of the piece of land known by the name of Turtle Bay Farm, and being also a part of number four of the sub-division of said farm, and is bounded as follows: Beginning at the shore of the East River, where the same is intersected by the North side of Forty-Fourth Street, and running thence Northwesterly along the Northerly side of Forty-fourth Street to a brown monumental stone marked ten (10), placed three hundred and twenty-five feet East of Second and West of First Avenues; thence Northerly, on a line parallel with said First and Second Avenues two hundred and sixty feet and eight tenths of a foot to the Northerly side of Forty-Fifth Street; thence Southeasterly along the Northerly side of Forty-Fifth street to the centre of the First Avenue; thence Southerly along the centre of the said avenue to the centre of Forty-fifth street; thence Southeasterly along the centre of Forty-Fifth Street to the East River; thence southwesterly along the shore

of said River to the place of beginning. The said piece of land hereby conveyed being all of sub-division number four of Turtle Bay Farm, excepting so much thereof as lies Northerly of the centre of Forty-Fifth Street, and Easterly of the centre of First Avenue, in common to the use of a certain lane leading to said premises, as the same is reserved in the sub-division of said Turtle Bay Farm. -

MORTGAGE.

WILLIAM WAGSTAFF *and*
ANN, *his wife,*
to
DANIEL B. TALLMADGE.

TO SECURE \$10,000.
Dated 20th April, 1836.
Ack. 17th June, 1836.
Rec. 8th Aug., 1836.
198 Mortgages, 464.

COVERS all that part of sub-division number four of Turtle Bay in the Twelfth Ward of the City of New York, which lies Westerly of the centre of the First Avenue, and between Forty-Fourth and Forty-Fifth Streets, being bounded Easterly by the centre of the First Avenue, Southerly by the Northerly side of Forty-Fourth Street, Northerly by the Northerly side of Forty-Fifth Street, Westerly by a line equi-distant from the First and Second Avenues, and parallel with them, the said premises containing half of the block of ground.

MORTGAGE.

WILLIAM WAGSTAFF *and*
ANN, *his wife,*
to
DANIEL B. TALLMADGE.

TO SECURE \$11,700.
Dated 20th April, 1836.
Ack. 17th June, 1836.
Rec. 8th Aug., 1836.
198 Mortgages, 466.

COVERS all that certain lot, piece, or parcel of land, being part of sub-division number four of Turtle Bay Farm, situate, at Turtle Bay, on the East River, in the City of New York,

being the block of ground between the East River and the First Avenue and Forty-Fourth and Forty-Fifth Streets, being bounded on the Easterly side by the East River, on the South-erly side by the Northerly side of Forty-Fourth Street, on the Westerly side by the centre of the First Avenue, and on the Northerly side by the centre of Forty-Fifth Street.

A suit was commenced to foreclose the two mortgages, above set forth, and a *lis pendens* filed on 5th February, 1838.

MORTGAGE.

WILLIAM WAGSTAFF *and*
ANN, *his wife*,
to
JAMES R. WALTER.

TO SECURE \$8,000.
Dated 1st Oct., 1836.
Ack. 6th Oct., 1836.
Rec. 13th Oct., 1836.
205 Mortgages, 601.

COVERS all of lot four of the Turtle Bay Farm by similar description to that in partition deed to Mrs Aspinwall above set forth.

JAMES R. WALTER
to
HENRY W. WARNER.

ASSIGNMENT OF MORTGAGE.

Dated 8th Nov., 1836.

ASSIGNS above mortgage.

ASSIGNMENT OF MORTGAGE.

HENRY W. WARNER
to
SAMUEL GOUVERNEUR,

Dated 23d Jan., 1838.
Ack. 23d Jan., 1838.
Rec. 29th June, 1840.
240 Mortgages, 362.
Consideration, \$8,454.22

ASSIGNS same mortgage.

A suit was commenced to foreclose the above mortgage, in which notices of *lis pendens* were filed on 25th February, 1839, and on 17th May, 1841. These proceedings were carried as far as a judgment, which was entered on 7th July, 1841.

IN CHANCERY. *Before Vice-Chancellor.*

JAMES CONNER, *Clerk of the City and County of New York, and Clerk of the Court of Common Pleas for the City and County of New York,*

vs.

DANIEL B. TALLMADGE and MARY J., *his wife*, WILLIAM WAGSTAFF and ANN, *his wife*, PLINY FREEMAN, FREDERICK H. PEPOON, LEWIS B. REED, DAVID CODWISE, THE GREENWICH SAVINGS BANK, CALVIN COTTON, CHARLES JENKINS, JOHN C. CASS, JOHN E. WARD, STEPHEN C. SMITH, WILLIAM B. KLINE, CHARLES H. HALL, LEVI APGAR, OBADIAH H. CRISSEY, WALTER HAVILAND, DAVID H. BURTON, JOHN M. ROBINSON, ANNA SUYDAM, PHÆBE SUYDAM, WILLIAM CHAUNCEY, WILLIAM COVENTRY, H. WADDELL, *Official or General Assignee in Bankruptcy*, and JESSE OAKLEY, NATHAN WESTCOTT, HENRY H. BUTTERWORTH, *Trustees of Estate of CHARLES JONES, an absconding, or concealed, debtor*, WILLIAM SCHELL, JOHN ACKERMAN, *Receiver of the Property and Effects of the La Fayette Bank, of the City of New York*, and OLIVER H. JONES,

Defendants.

1846—May 28. Bill filed to foreclose the three mortgages above set forth, recorded respectively in Liber 179 Mortgages, 128; 195 Mortgages 117, and 195 Mortgages, 231.

Aug. 26. Order of reference to Master to compute the amount due.

Sept. 8. Master reports \$25,075.82 due.

Sept. 8. Decree of foreclosure and sale entered.

1847—Jan. 8. Report of sale filed and confirmed.

LOT NUMBERS.	TO WHOM SOLD.	TO WHOM BID, ASSIGNED.	RECORD OF DEED.
1	Anthony Tieman....	.....	481 Convs., 322
2, 3, 4	Heman W. Childs...	William V. Brady.	481 Convs., 295
5, 6, 7, 8.....	William Laight.....	Richard S. Emmett	484 Convs., 221
9, 10, 11, 24, 25...	Richard S. Emmett..	.....	484 Convs., 221
12, 13, 14, 15, 16, 17	Heman W. Childs...	William V. Brady.	481 Convs., 295
18, 19, 20, 21.....	Charles W. Lowerre	Anthony Tieman..	485 Convs., 13
22, 23.....	George Suggett.....	.....	482 Convs., 166
26.....	Anthony Tieman....	.....	481 Convs., 322
27 to 48, both in- clusive	John C. Perrin.....	Smith Barker.....	483 Convs., 377
49, 50, 51, 52.....	Edward C. West....	Joseph A. Voisin..	482 Convs., 312
53, 54, 55, 57.....	Samuel Campbell....	.....	484 Convs., 280

SUB-DIVISION FOUR, NORTH OF FORTY-FIFTH STREET.

This, as above shown, was vested in Daniel B. Tallmadge.

DEED.

DANIEL B. TALLMADGE *and*
MARY J., *his wife,*
to
WILLIAM WAGSTAFF.

Dated 20th April, 1836.
Ack. 16th June, 1836.
Rec. 23d June, 1836.
357 Conveyances, 425.
Consideration, \$28,000.

CONVEYS all that certain piece or parcel of land situate in the Twelfth Ward, of the City of New York, on the East River, at Turtle Bay, being a part of the piece of land known by the name of Turtle Bay Farm, and being also a part of number four of the sub-division of said farm, and is bounded as follows: Beginning on the Easterly side of the First Avenue at the intersection of the same by the Northerly side of 45th Street, where is placed a brown monumental stone marked fourteen (being the Southeasterly corner of division number five of Turtle Bay Farm aforesaid), and running thence Northeasterly on a line making an angle with the Southerly bounds of sub-division number five, aforesaid, of one hundred and three degrees and thirty-one minutes of a degree, two hundred and six feet and fifty-two hundredths of a foot to a bronze monumental stone marked fifteen, placed in the South side of Forty-Sixth Street; thence along the South side of Forty-Sixth Street, Southeasterly one hundred and seven feet and thirty-five hundredths of a foot to a bolt in a rock; thence along the same to the shore of Turtle Bay on the East River; thence Southerly along the shore to the centre of Forty-Fifth street; thence Westerly along the centre of Forty-Fifth Street to the centre of the First Avenue; thence Northerly along the centre of the First Avenue to its intersection, of the Northerly line of Forty-Fifth Street, from thence Easterly to the place of beginning. The said premises herein described being all of sub-division number four of Turtle Bay Farm aforesaid, which lies to the North of the centre of Forty-Fifth Street, and including all the buildings thereon. And also so much of the dwelling-house as may stand Southerly of the centre of Forty-Fifth Street, but no part of the land South of the centre of Forty-Fifth Street, upon which said house may stand, but the use thereof for said house until the street shall be opened or the house removed. Also the right in common to the use of a certain Lane leading to said

premises, as the same is reserved in the sub-division of said Turtle Bay Farm.

MORTGAGE.

<hr/> WILLIAM WAGSTAFF <i>and</i> ANN, <i>his wife</i> , to DANIEL B. TALLMADGE. <hr/>	<hr/> To SECURE \$10,000. Dated 20th April, 1836 Ack. 17th June, 1836. Rec. 23d June, 1836. 203 Mortgages, 389.
--	---

COVERS same premises by same description.

ASSIGNMENT OF MORTGAGE.

<hr/> DANIEL B. TALLMADGE to THE GREENWICH SAVINGS BANK. <hr/>	<hr/> Dated 20th June, 1836 Ack. 21st June, 1836. Rec. 23d June, 1836. 203 Mortgages, 392. Consideration, \$7,000.
--	--

ASSIGNS the above mortgage to secure \$7,000 owing from D. B. Tallmadge.

MORTGAGE.

<hr/> WILLIAM WAGSTAFF, <i>and</i> ANN, <i>his wife</i> , to JAMES R. WALTER. <hr/>	<hr/> To SECURE \$8,000. Dated 1st Oct., 1836. Ack. 6th Oct., 1836. Rec. 13th Oct., 1836. 05 Mortgages, 601.
---	--

COVERS all of lot four of Turtle Bay Farm.

<hr/> JAMES R. WALTER to HENRY W. WARNER. <hr/>	<hr/> ASSIGNMENT OF MORTGAGE. <hr/> Dated 8th Nov., 1836.
--	---

ASSIGNS above mortgage.

ASSIGNMENT OF
MORTGAGE.

HENRY W. WARNER
to
SAMUEL GOUVERNEUR.

Dated 23d Jan., 1838.
Ack. 23d Jan., 1838.
Rec. 29th June, 1840.
240 Mortgages, 362.
Consideration, \$8,454.22

Assigns above mortgage.

A suit was brought to foreclose the above mortgage, and a judgment entered therein on 7th July, 1841.

IN CHANCERY. *Before Vice-Chancellor.*

THE GREENWICH SAVINGS BANK
vs.

WILLIAM WAGSTAFF and ANN, *his wife*,
JESSE OAKLEY, NATHAN WESTCOTT,
and HENRY H. BUTTERWORTH, *Trus-*
tees of the Estate of CHARLES JONES,
an absconding or concealed debtor, DAN-
IEL B. TALLMADGE, SAMUEL GOUV-
ERNEUR, WILLIAM SCHELL and
JAMES R. WALTER.

1841—April 2. Bill filed to foreclose mortgage recorded in
Liber 203 Mortgages, 389.

May 6. Order *pro confesso* against Jesse Oakley and
Daniel B. Tallmadge in default of appear-
ance.

July 3. Answer of William Wagstaff filed.

July 7. Replication to answer filed.

Sept. 15. Order *pro confesso* against James R. Walter in
default of appearance.

Sept. 15. Order *pro confesso* against Gouverneur, West-
cott, Butterworth, and Schell, in default of
answer.

- Oct. 26. William Tallmadge, solicitor of William Wagstaff and wife, consents to reference to Master to compute amount due.
- Oct. 26. Order of reference to William Mitchell to compute.
- Dec. 28. Master reports \$24,467.24 due on bond of William Wagstaff, and \$8,385.61 due on bond of Daniel B. Tallmadge.
- Dec. 28. Affidavit of regularity filed.
- Dec. 28. Decree of foreclosure and sale entered on consent of solicitor of Wagstaff and wife.
- 1842—March 3. Decree enrolled.

DEED.

<hr/> WILLIAM MITCHELL, <i>Master in Chancery,</i> <i>to</i> THE GREENWICH SAVINGS BANK. <hr/>	<hr/> Dated 4th March, 1842. Ack. 4th March, 1842. Rec. 5th March, 1842. 424 Conveyances, 116. Consideration, \$3,100.
---	--

CONVEYS mortgaged premises by substantially same description, except that no portion of Forty-fifth Street is included.

DEED.

<hr/> THE GREENWICH SAVINGS BANK <i>to</i> JOSEPH A. VOISIN. <hr/>	<hr/> Dated 13th May, 1842. Ack. 17th May, 1842. Rec. 18th May, 1842. 426 Conveyances, 457. Consideration, \$5,050.
--	---

CONVEYS same premises by same description.

Notes on the Turtle Bay Farm.—Sub-division Four.



Notes on the Turtle Bay Farm.—Sub-division Four.



SUB-DIVISION NUMBER FIVE OF TURTLE BAY FARM.

This parcel of land, as hereinbefore stated, was set apart to Francis B. Winthrop The following is the deed of partition conveying the same to him :

JOHN STILL WINTHROP *and*
HARRIET, *his wife*, CHARLES
W. TAYLOR *and* CORNELIA,
his wife, WILLIAM H. WIN-
THROP *and* MARGARET ANN,
his wife, JOHN M. ASPINWALL
and CHARLOTTE ANN, *his wife*,
THOMAS CHARLES WINTHROP
and MARY JANE WINTHROP

to

FRANCIS B. WINTHROP.

DEED.

Dated 31st July, 1820.
Ack. 5th Aug., 1820.
Rec. 7th Aug., 1820.
147 Conveyances, 18.
Consideration, \$4,285.72

CONVEYS all the six undivided seventh parts of the said farm, distinguished in the said map and field-book by the sub-division or farm number five of the said Turtle Bay Farm, butted, bounded and described as follows: Beginning at a brown monumental stone marked 19 (nineteen), placed in the South-easterly side of the Eastern Post Road, so called, in the most westerly corner of sub-division number six of Turtle Bay Farm

aforesaid, and running thence Southeasterly along the same thirteen hundred and thirty-five feet to the shore of Turtle Bay on the East River (this line intersects the West side of Second Avenue fifty-three feet and two-tenths of a foot North of Forty-seventh Street and intersects the West side of First Avenue nineteen feet Southerly of the North side of Forty-seventh street); thence Southerly along the shore of Turtle Bay to the Southerly side of Forty-sixth Street; thence Northwesterly along the same, which is also the Northerly bounds of subdivision number four of Turtle Bay Farm aforesaid, to an iron bolt fixed in a rock; thence continuing along the said bounds and the Southerly side of said street Northwesterly one hundred and seven feet and thirty-five hundredths of a foot to a brown monumental stone marked 15 (fifteen); thence Southwesterly along said bounds two hundred and six feet and fifty-two hundredths of a foot on a line making an angle with the last-described line on the Southerly side thereof of one hundred and three degrees and thirty-one minutes of a degree to a brown monumental stone marked 14 (fourteen), placed at the intersection of the Easterly side of First Avenue by the Northerly side of Forty-fifth Street; thence Northwesterly along the bounds aforesaid, which is also the North side of said Forty-fifth street four hundred and twenty-five feet on a line making an angle with the said last-described line on the Northerly side thereof of one hundred and three degrees and thirty-one minutes of a degree to the Southwesterly bounds of sub-division number three of Turtle Bay Farm aforesaid, where there is a bolt numbered thirteen (13) fixed in a rock; thence along the said bounds Northeasterly at right angles to the last-described line two hundred and sixty feet and eight-tenths of a foot to a brown monumental stone marked 12 (twelve) on the North side of Forty-sixth street; thence Northwesterly at right angles to the last-described line along the said bounds, which is also the North side of said Forty-sixth Street, eight hundred and

sixty-nine feet and seven-tenths of a foot to a brown monumental stone marked 11 (eleven), placed in the Southeast side of the Eastern Post Road, so called, and thence along the same Northeasterly three hundred and sixty feet and thirty-four hundredths of a foot to the place of beginning. Containing eleven acres and ninety-nine hundredths of an acre.

Subject, nevertheless, and reserving forever hereafter to the proprietors of the said sub-division or farm number four the right to the use in common with the said party of the second part, his heirs and assigns forever, of a lane twenty-five feet wide, extending from sub-division number four aforesaid to the Eastern Post Road, so called, as follows: The Westerly side of said lane begins at the monumental stone aforesaid marked 15 (fifteen), placed in the South side of Forty-sixth street, and runs thence Northeasterly two hundred and thirty-three feet and seventy-three hundredths of a foot on a line making an angle with the said Forty-sixth street, on the Northerly side thereof, of eighty-six degrees and fifty-six minutes of a degree to a brown monumental stone marked 17 (seventeen); thence Northeasterly thirty-five feet and forty-five hundredths of a foot on a line making an angle with the last-described line, on the Westerly side thereof, of one hundred and fifty-six degrees and one minute of a degree to a brown monumental stone marked 18 (eighteen), which is twenty-five feet at right angles Southerly from the Northeasterly bounds of sub-division number five aforesaid, and thence Northwesterly parallel to the said bounds on a line making an angle with the last-described line, on the Westerly side thereof, of one hundred and twenty-two degrees and thirty-three minutes of a degree twelve hundred and thirty-four feet to the Eastern Post Road aforesaid, with the privilege or right, nevertheless, to the said party of the second part, his heirs and assigns, of closing up the said lane on giving, opening and making, at his or their own expense, another road or way.

The right of way, hereby granted or reserved, to continue

until Forty-fifth Street shall be fully opened and worked from said farm number four to the Third Avenue, and thereafter to cease and be discontinued.

And also all other the estate, right and interest of them, the said parties of the first part, in and to the whole of the said hereby described sub-division, subject as aforesaid.

DEED.

FRANCIS BAYARD WINTHROP
and ELIZABETH, his wife,
to
 JAMES HAMILTON.

Dated 8th June, 1821.
 Ack. 8th June, 1821.
 Rec. 3d July, 1821.
 153 Conveyances, 328.
 Consideration, \$5,000.

CONVEYS same premises as partition deed to Francis Bayard Winthrop, by same description.

DEED.

JAMES HAMILTON, *and*
 MARY, *his wife,*
to
 SUSAN BARCLAY, *wife of*
 THOMAS BARCLAY.

Dated 1st March, 1824.
 Ack. 22d March, 1824.
 Rec. 24th March, 1824.
 174 Conveyances, 188.
 Consideration, \$6,000.

CONVEYS same premises by same description.

DEED OF TRUST.

THOMAS BARCLAY *and*
 SUSAN, *his wife,*
to
 PETER AUGUSTUS JAY,
 PETER STUYVESANT, *and*
 HENRY BARCLAY.

Dated 10th Dec., 1827.
 Ack. 10th Dec., 1827.
 Rec. 19th Dec., 1827.
 229 Conveyances, 63.
 Consideration, \$1.00.

CONVEYS same premises by same description. In trust to

permit Thomas Barclay, and Susan, his wife, during their joint lives to take and receive the rents, issues, and profits thereof to their own use, and, after the decease of either, to permit the survivor to receive, to his or her own use, the rents, issues, and profits during his or her life; "and further in trust, from time to time to execute and deliver such conveyances of and for the whole, or such part or parts of the said lands, tenements, hereditaments and premises as the said Thomas Barclay, and Susan, his wife, or the survivor of them, shall, by deed or other instrument in writing, under their, his, or her hand or hands and seals direct and appoint." And upon the death of the survivor of the said Thomas Barclay, and Susan, his wife, to dispose of the same in such manner as such survivor shall by will appoint, and in default of such appointment to convey to certain persons named in said deed.

DEED.

THOMAS BARCLAY *and*
SUSAN, *his wife,*
to
ISAAC M. WOOLLEY.

Dated 6th Aug., 1829.
Ack. 6th Aug., 1829.
Rec. 22d Aug., 1829.
254 Conveyances, 245.
Consideration, \$9,000.

CONVEYS same premises by same description.

Thomas Barclay died on 21st April, 1830.

SUSAN BARCLAY, *widow of*
THOMAS BARCLAY,
of 1st part,
PETER AUGUSTUS JAY,
PETER STUYVESANT, *and*
HENRY BARCLAY,
of 2d part,
to
ISAAC M. WOOLLEY.

DEED.

Dated 31st Dec., 1830.
Proved 14th Feb., 1831.
Ack. 15th Feb., 1831.
Rec. 24th Feb., 1831.
269 Conveyances, 449.
Consideration, \$1.00.

After reciting the two deeds last above set forth, Susan Barclay directs and appoints the said trustees to execute a conveyance of said premises to Isaac M. Woolley, his heirs and assigns.

Said trustees convey same premises by same description.

Isaac M. Woolley conveyed the premises so vested in him in different parcels, as shown on annexed map The two following conveyances by him are here given more at large.

DEED.

ISAAC M. WOOLLEY *and*
MATILDA D., *his wife,*
to
WILLIAM BEACH LAWRENCE.

Dated 9th Dec., 1833.
Ack. 9th Dec., 1833.
Rec. 10th Dec., 1833.
305 Conveyances, 335.
Consideration, \$2,000.

CONVEYS all that certain lot, piece, or parcel of land situate, lying and being the Twelfth Ward of the City of New York. Beginning at a point in the centre of the intersection of the Second Avenue and Forty-Seventh Street; and running thence Easterly along the centre of Forty-Seventh Street five hundred feet to ground now or late belonging to Allen McDougall; thence Northerly along said McDougall's and parallel with the avenue thirty feet, more or less, to ground belonging to the party of the second part; thence Westerly along said second parties' Southerly line five hundred and two feet, more or less, to the centre of the Second Avenue; thence Southerly along the centre of said avenue, which is also the Easterly boundary of ground belonging to Thomas Powers, seventy-eight feet to the place of beginning.

Subject, nevertheless, and reserving to all proprietors of the sub-divisions numbered four and five of the Turtle Bay Farm, the right to the lane or road, as it now runs from number four to the Eastern Post Road through this property, which right is to continue until Forty-Seventh Street shall be opened and reg-

ulated to make it a like good road through this ground from the First Avenue to the Second, and forever after to cease.

DEED.

ISAAC M. WOOLLEY, *and*
MATILDA D., *his wife,*
to
ALLEN MCDUGALL.

Dated 11th Aug., 1829.
Ack. 12th Aug., 1829.
Rec. 15th Aug., 1829.
254 Conveyances, 178.
Consideration, \$9,600.

CONVEYS all that certain tract, piece, or parcel of ground situate, lying and being in the (late) Ninth, now Twelfth Ward of the City of New York, adjoining Turtle Bay, in the East River, beginning at Turtle Bay aforesaid, and running thence Northwesterly along the land of Isaac Lawrence, Esquire, according to the course of the lane on the Northwesterly side of the premises hereby intended to be conveyed, to a point two hundred feet distant in a right line from the First Avenue; thence Southwesterly in a parallel line with the First Avenue, and at the distance of two hundred feet therefrom to Forty-Fifth Street, thence Southeasterly along Forty-Fifth Street to the centre of the First Avenue; thence Northeasterly through the centre of the First Avenue to the centre of Forty-Sixth Street; and thence Southeasterly through the centre of Forty-Sixth Street to Turtle Bay aforesaid; and thence along the shore of Turtle Bay aforesaid to the place of beginning, and including all the water right or water privilege of the said parties of the first part in front of the premises above described.

Subject, nevertheless, and reserving to the proprietors of subdivision Number Four of the farm whereof Francis B. Winthrop died seised, the right to the use in common with the said party of the second part, his heirs and assigns, of a lane twenty-five feet wide, extending from said sub-division Number four to the Eastern Post Road, so called, as the lane now runs, with the

privilege of closing up said lane on opening a new lane of same width, the said right of way to continue until Forty-Fifth Street shall be finally opened and worked from said farm number four to the Third Avenue.

DEED.

ALLEN MCDUGALL *and*
CHARLOTTE, *his wife*,
to
THOMAS BURLOCK.

Dated 22d March, 1834.
Ack. 22d March, 1834.
Rec. 24th Dec., 1834.
322 Conveyances, 206.
Consideration, \$15,000.

CONVEYS same premises by same description.

DEED.

THOMAS BURLOCK *and*
CAROLINE A., *his wife*,
to
JASPER GROSVENOR.

Dated 1st May, 1835.
Ack. 1st May, 1835.
Rec. 1st May, 1835.
330 Conveyances, 445.
Consideration, \$35,000.

CONVEYS same premises by same description.

MORTGAGE.

JASPER GROSVENOR
to
THOMAS BURLOCK.

TO SECURE \$23,333.33.
Dated 1st May, 1835.
Ack. 1st May, 1835.
Rec. 1st May, 1835.
182 Mortgages, 166.

COVERS same premises by substantially same description.

ASSIGNMENT OF
MORTGAGE.

THOMAS BURLOCK
to
THE NEW YORK EQUITABLE
INSURANCE COMPANY.

Dated 19th March, 1836.
Ack. 19th March, 1836.
Rec. 6th April, 1836.
198 Mortgages, 43.
Considerat'n, \$23,863.88.

ASSIGNS above mortgage.

DEED.

JASPER GROSVENOR *and*
MATILDA, *his wife*,
to
EDWARD M. MORGAN.

Dated 28th Dec., 1836.
Ack. 30th Dec., 1836.
Rec. 19th June, 1837.
378 Conveyances, 415.
Consideration, \$100.

CONVEYS same premises by same description.

MORTGAGE.

EDWARD M. MORGAN
to
DANIEL DREW
and EDWARD B. ST. JOHN.

TO SECURE \$22,500.
Dated 19th Aug., 1839.
Ack. 28th Aug., 1839.
Rec. 21st Sept., 1839.
236 Mortgages, 208.

COVERS same premises.

DEED OF TRUST.

EDWARD M. MORGAN
to
ARCHIPPUS MORGAN.

Dated 20th Sept., 1839.
Ack. 20th Sept., 1839.
Rec. 21st Sept., 1839.
398 Conveyances, 535.
Consideration, \$1.00.

CONVEYS same premises by same description. In trust to sell and pay indebtedness to Archippus Morgan and Ebenezer Jessup, as specified in said deed.

IN CHANCERY. *Before Vice-Chancellor.*

THE NEW YORK EQUITABLE INSUR-
ANCE COMPANY

vs.

JASPER GROSVENOR, EDWARD M.
MORGAN, ARCHIPPUS MORGAN,
DANIEL DREW, EDWARD B. ST.
JOHN, DAVID AUSTIN, DAVID AUS-
TIN, JR., *and others.*

1840—Feb. 10. Bill filed to foreclose, 182 Mortgages, page 166.

Feb. 25. Order for service of Archippus Morgan and others by publication.

March 5. Order *pro confesso* against Grosvenor, Drew St. John, Austin, Austin, Jr., and others in default of appearance by them.

April 29. Order *pro confesso* against Edward M. Morgan in default of appearance.

June 29. Order *pro confesso* against Archippus Morgan and other non-residents in default of appearance.

1841—April 13. Order of reference to compute amount due.

“ 26. Master reports \$19,577.08 due.

“ 26. Decree of foreclosure and sale entered.

July 1. Decree enrolled.

DEED.

WILLIAM MITCHELL,
Master in Chancery,
to
MORRIS KETCHUM.

} Dated 1st July, 1841.
Ack. 2d July, 1841.
Rec. 10th July, 1841.
417 Conveyances, 480.
Consideration, \$8,000.

CONVEYS same premises by same description.

DEED.

MORRIS KETCHUM
and MARGARET, *his wife,*
to

RICHARD VAN DYKE, SENIOR.

} Dated 14th Jan., 1846.
Ack. 14th Feb., 1846.
Rec. 14th Feb., 1846.
472 Conveyances, 246.
Consideration, \$9,000.

CONVEYS same premises by substantially the same description.

DEED.

RICHARD VAN DYKE, SENIOR., <i>to</i> BENJAMIN LODER.	}	Dated 1st Feb., 1847. Ack. 9th Feb., 1847. Rec. 20th Feb., 1847. 486 Conveyances, 85. Consideration, \$16,500.
--	---	--

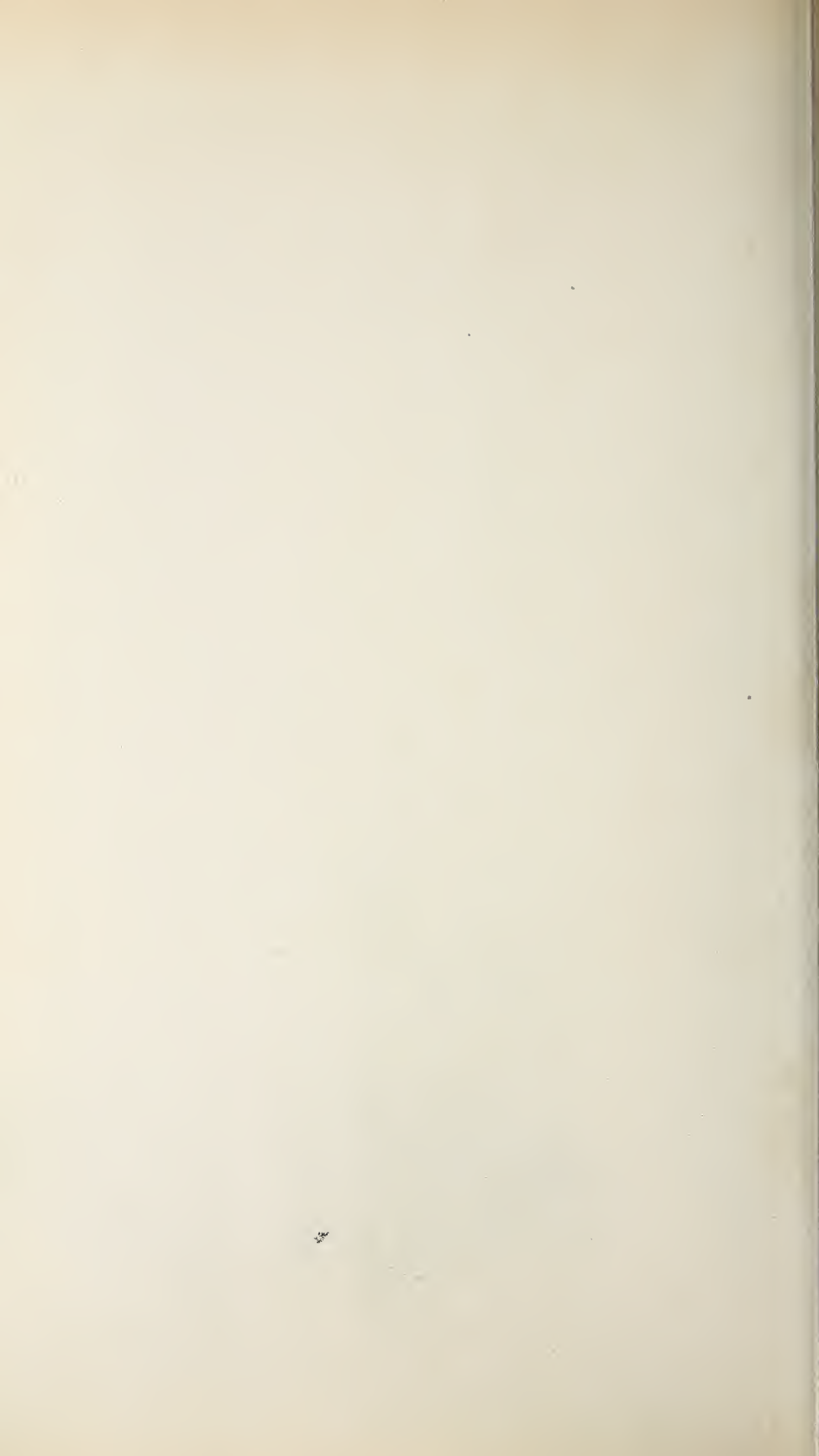
CONVEYS same premises by same description.

Subject to mortgage recorded in Liber 292 Mortgages, page 13, which was discharged of record on 29th March, 1854.

DEED.

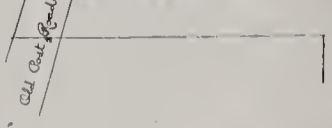
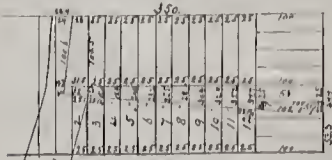
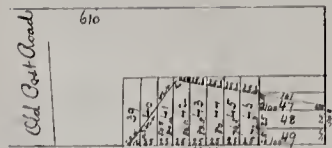
<i>The Mayor, Aldermen and Com-</i> <i>monalty of the City of New York</i> <i>to</i> BENJAMIN LODER.	}	Dated 1st Sept., 1853. Proved 5th Oct., 1853. Rec. 16th Nov., 1853. 637 Conveyances, 633. Consideration, \$1,004.17
---	---	---

CONVEYS all that certain water lot or vacant ground and soil under water to be made land and gained out of the East River or Harbor of New York, and bounded, described, and containing as follows, that is to say: Beginning at the point of intersection of the line of original high water mark with the line of the centre of Forty-Sixth Street, and running thence Easterly along said centre line of Forty-Sixth Street four hundred and five feet to the East River; thence along a line in a Northeasterly direction two hundred and sixty feet ten inches to a line running through the centre of Forty-Seventh Street; thence Westerly along said centre line of Forty-Seventh Street three hundred and ninety feet to the line of original high water mark, and thence mainly in a Southerly direction along said line of original high water mark as it winds and turns to the point or place of beginning.

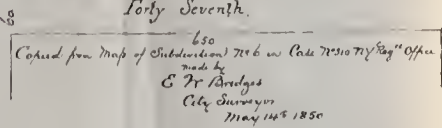
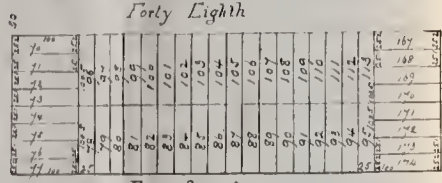
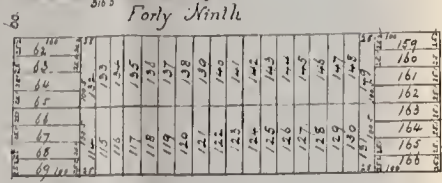
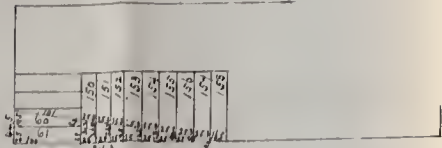




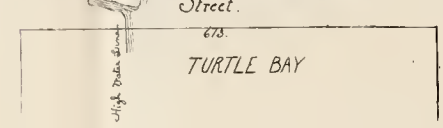
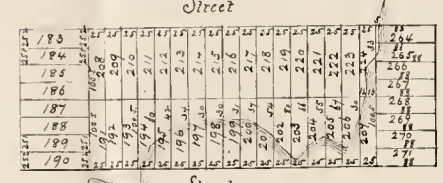
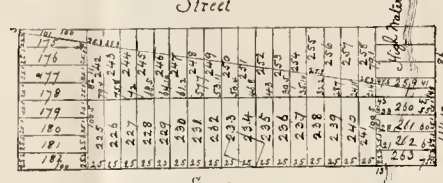
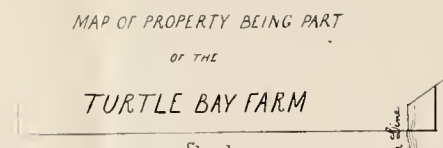
and 400
fertilisat 1901



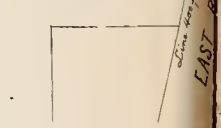
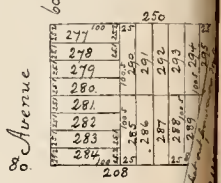
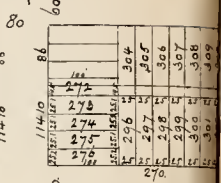
100. Avenue



Avenue



80 Avenue



MAP OF PROPERTY BEING PART
OF THE
TURTLE BAY FARM

Street

Street

Street

High Water Line

High Water Line

High Water Line

EAST BAY

SUB-DIVISION NUMBER SIX OF TURTLE BAY FARM.

This sub-division, as hereinbefore stated, was set apart to William H. Winthrop. The following is the deed of partition conveying the same to him :

JOHN STILL WINTHROP *and*
HARRIET, *his wife*, FRANCIS
B. WINTHROP, *and* ELIZABETH,
his wife, CHARLES W. TAYLOR
and CORNELIA, *his wife*, JOHN
M. ASPINWALL *and* CHAR-
LOTTE ANN, *his wife*, THOMAS
CHARLES WINTHROP *and*
MARY JANE WINTHROP

to

WILLIAM H. WINTHROP.

DEED.

Dated 31st July, 1820.

Ack. 5th Aug., 1820.

Rec. 7th Aug., 1820.

147 Conveyances, 23.

Consideration, \$8,657.15

CONVEYS all the six undivided seventh parts of the said farm distinguished on the said map and field book by the sub-division number six of the said Turtle Bay Farm, butted,

bounded, and described as follows: Beginning at a brown monumental stone marked 19 placed in the Southeasterly side of the Eastern Post Road, so called, in the most Northerly corner of sub-division number five of Turtle Bay Farm aforesaid, and running thence Southeasterly along the Northeasterly bounds of the same thirteen hundred and thirty-five feet to the shore of Turtle Bay on the East River (this line intersects the West side of Second Avenue fifty-three feet and two-tenths of a foot North of Forty-seventh Street and intersects the West side of First Avenue nineteen feet South of the North side of Forty-seventh Street: thence along the said Bay and the East River Easterly and Northerly to the Northerly bounds of the said Turtle Bay Farm, which is also the Southerly bounds of a farm belonging to the heirs of James Beekman, deceased, where a rock is marked —; thence along the said bounds Northwest-erly eighteen hundred and seventy-six feet and eight-tenths of a foot to a brown monumental stone marked K, placed on the Easterly side of the Eastern Post Road aforesaid (this line intersects the West side of First Avenue forty-eight feet and five-tenths of a foot South of the North side of Forty-ninth Street and intersects the West side of Second Avenue fifty-eight feet and seven-tenths of a foot North of Forty-ninth street and a transit line from the mark on the rock at the East River to the monumental stone marked K, intersects the West side of First Avenue forty-eight feet and eighty-seven hundredths of a foot South of the North side of Forty-ninth Street, and intersects the West side of Second Avenue fifty-nine feet and seven-tenths of a foot North of Forty-ninth Street; thence Southerly along the Easterly side of the said Post Road five hundred and sixty-seven feet and eight-tenths of a foot to the place of beginning. Containing nineteen acres and five-tenths of an acre.

And also all other the estate, right, and interest of the said parties of the first part, in and to the whole of the said above-described farm or sub-division called number six.

DEED.

<hr/> WILLIAM HENRY WINTHROP <i>and MARGARET ANN, his wife,</i> <i>to</i> HENRY BARCLAY. <hr/>	}	Dated 12th Feb., 1825. Ack. 12th and 16th Feb., 1825. Rec. 1st March, 1825. 188 Conveyances, 134. Consideration, \$13,000.
--	---	---

CONVEYS same premises by same description.

Subject to lease to George Gates.

DEED.

<hr/> HENRY BARCLAY <i>and</i> CATHARINE, <i>his wife,</i> <i>to</i> GEORGE GATES. <hr/>	}	Dated 3d May, 1826. Ack. 4th May, 1826. Rec. 29th May, 1826. 205 Conveyances, 298. Consideration, \$600.
--	---	--

CONVEYS all that certain piece, parcel or tract of land situate, lying and being in the Twelfth (late Ninth) Ward of the City of New York, being part and parcel of that part of the farm whereof Francis Bayard Winthrop died seised, commonly known by the name of the Turtle Bay Farm, which, in a map or survey thereof is known and distinguished by the number six, and the premises hereby granted and conveyed, or mentioned, or intended so to be, is butted, bounded, and described as follows: Beginning at that point on the old Post Road which is marked on the map hereunto annexed as the place of beginning, and running thence North twenty-four degrees thirty minutes East, along the said Post Road two hundred and fifty-four feet to a brown stone marked K; thence South forty-seven degrees East, two hundred and eighteen feet; thence South seventy-one degrees thirty minutes West, two hundred and sev-

enty-two feet ; thence North nine degrees West, five feet to the place of beginning.

Containing six-tenths of an acre, be the same more or less, being the same premises protracted on the annexed map and survey made by Fran. P. Vidal, City Surveyor, on April 19th, 1826.

Henry Barclay, on the 3d April, 1826, intending to convey to Isaac Lawrence property beginning one hundred and eighty-two feet West of First Avenue, by an error in description conveyed property beginning one hundred and eighty-two feet West of Second Avenue.

The deed with this erroneous description is recorded in Liber 203 Convs., 167. This error was recited and corrected in deed between the same parties, recorded in Liber 221 Convs., 524, which deeds are set out in full hereinafter.

DEED.

HENRY BARCLAY *and*
CATHARINE, *his wife,*
to
SAMUEL THOMSON.

Dated 26th Oct., 1832.
Ack. 26th Oct., 1832.
Rec. 26th Oct., 1832.
288 Conveyances, 596.
Consideration, \$9,090.

CONVEYS the Westerly portion of sub-division six (6) by the following description: "All that certain piece or parcel of land situate, lying and being in the Twelfth, late Ninth Ward, of the City of New York, and part and parcel of a certain farm, late the property of William Henry Winthrop. Beginning at a brown monumental stone marked 19, placed in the South side of the old Eastern Post Road, so called, in the most Northerly corner of sub-division number five of the Turtle Bay Farm, and running thence South fifty-one degrees and thirty minutes East,

along the Northeast side or boundary of lands late the property of Mrs. Susan Barclay nine hundred and eleven feet to the Northwest corner of lands now owned and occupied by Isaac Lawrence; thence along the division line between said lands of Isaac Lawrence, and the hereby conveyed premises, North thirty-three degrees and thirty minutes East, five hundred feet to the lands of James Beekman; thence along the Southwest boundary of said James Beekman's lands, North forty-seven degrees West, one thousand and nine feet to a monumental stone marked K, placed in the Easterly side of the Eastern Post Road aforesaid; thence along the Easterly side of said road, South twenty-four degrees and thirty minutes West, two hundred and sixty-four feet; thence South eighteen degrees West, one hundred and twenty-three feet; thence South thirty-three degrees and forty-five minutes West, one hundred and thirty-one feet; thence South thirty-nine degrees West, fifty-one feet to the place of beginning. Containing eleven acres and seven-tenths of an acre of land, excepting thereout a triangular piece or parcel of ground at the North corner of the hereby conveyed premises, sold to George Gates by the said parties of the first part by deed dated the 3d day of May, 1826, and recorded in the Register's Office of the City and County of New York, on the 29th day of May, 1826. Beginning at said Monumental stone marked K; thence South forty-seven degrees East, two hundred and eighteen feet; thence South seventy-one degrees and thirty minutes West, two hundred and seventy-two feet; thence North nineteen degrees West, five feet; thence North twenty-four degrees and thirty minutes East, two hundred and fifty-four feet to the place of beginning. Containing six-tenths of an acre. The said premises hereby conveyed being subject to the undisturbed use by Isaac Lawrence aforesaid of the road or lane along the Northeast side of the hereby conveyed premises until some other convenient road or street is opened from his premises to the said Eastern Post Road.

DEED.

<hr/> <p>SAMUEL THOMSON <i>and</i> ANN, <i>his wife</i>, <i>to</i> WILLIAM BEACH LAWRENCE.</p> <hr/>	<hr/> <p>Dated 19th Nov., 1833. Ack. 22d Nov., 1833. Rec. 23d Nov., 1833. 306 Conveyances, 279. Consideration, \$25,000.</p>
---	--

CONVEYS same premises by same description.

THE EASTERLY PORTION OF SUB-DIVISION SIX.

DEED.

<hr/> <p>HENRY BARCLAY <i>and</i> CATHARINE, <i>his wife</i>, <i>to</i> ISAAC LAWRENCE.</p> <hr/>	<hr/> <p>Dated 3d April, 1826. Ack. 4th April, 1826. Rec. 4th April, 1826. 203 Conveyances, 167. Consideration, \$10,000.</p>
--	---

CONVEYS all that certain tract, piece, or parcel of land situate, lying and being in the Twelfth (late Ninth) Ward of the City of New York, being part and parcel of tract, or sub-division, number six of a certain farm, piece, or parcel of land, whereof Francis Bayard Winthrop, Esq., died seised, commonly known by the name of the Turtle Bay Farm. Beginning on the Easterly side of Forty-Seventh Street at a point one hundred and eighty-two feet Northwesterly from the corner of the Second Avenue; thence South fifty-one degrees and thirty minutes East, four hundred and ten feet; thence North thirty-six degrees East, thirty-eight feet; thence South thirty-eight degrees East, forty-eight feet; thence North fifty-four degrees East, fifty-four feet; thence North eighty-nine degrees and thirty minutes East, ninety-eight feet; thence South thirty-three de-

rees, East one hundred and nineteen feet ; thence South sixty-three degrees and thirty minutes East, ninety-six feet ; thence South fifty-one degrees and thirty minutes East, three hundred and thirty-three feet ; thence North forty-seven degrees West, eight hundred and sixty-four feet ; thence South thirty-three degrees thirty minutes West, five hundred feet to the place of beginning. Containing eight acres, be the same more or less, with the house, outbuildings, and improvements thereon, being part of the premises which were conveyed to the said Henry Barclay by William H. Winthrop, by deed recorded in the office of the Register of the City and County of New York, in Liber No. 188 of Conveyances, page 134, on the 1st day of March, 1825. The said premises being bounded Southwesterly partly by Turtle Bay, and partly by land of Colonel Thomas Barclay, southeasterly by the East River, on the Northeasterly side by ground now, or late of Nicholas V. Bayard, and on the Northwesterly side by land of the said Henry Barclay.

Subject to the right of closing the present road to the premises and opening a new road to the nearest avenue.

DEED.

HENRY BARCLAY
and CATHARINE, *his wife*,
to
ISAAC LAWRENCE.

Dated 15th May, 1827.
Ack. 28th May, 1827.
Rec. 4th June, 1827.
221 Conveyances, 524.
Consideration, \$1.00.

RECITES preceding deed, and grants, covenants, and agrees that the property intended and meant to have been conveyed by the said Indenture is bounded and butted as follows, viz. : Beginning at the East River at a mark cut on a rock, and running from thence along the land of Nicholas V. Bayard, North forty-seven degrees West, eight hundred and sixty-four feet to land belonging to the said Henry Barclay ; thence along the land of

the said Henry Barclay, South thirty-three degrees thirty minutes West, five hundred feet to land belonging to Colon Thomas Barclay; thence along the land of the said Colon Thomas Barclay South fifty-one degrees thirty minutes East four hundred and ten feet to Turtle Bay on the East River; thence along the said bay North thirty-six degrees East, thirty-eight feet; thence South thirty-eight degrees East, forty-eight feet; thence North fifty-four degrees East, fifty-four feet; thence North eighty-nine degrees thirty minutes East, ninety-eight feet; thence South thirty-three degrees East, one hundred and nineteen feet; thence South sixty-three degrees thirty minutes East, ninety-six feet to the Easterly end of Turtle Bay; thence along the East River North fifty-one degrees thirty minutes East, three hundred and thirty-three feet to the place of beginning. Containing eight acres, as by reference to the map hereunto annexed will more fully appear.

Isaac Lawrence died intestate on the 12th July, 1841, seised of said premises.

Letters of administration were granted to John L. Lawrence on 19th November, 1841. See Liber 41 Letters Administration, page 278.

John L. Lawrence having died when the following proceedings were pending, letters of administration were granted to William Beach Lawrence on the 7th August, 1849. See Liber 49 Letters Administration, page 121.

In the Matter
of
The Petition of JOHN L. LAWRENCE,
Administrator, &c., of ISAAC LAW-
RENCE, for Authority to Sell, Mort-
gage, or Lease the Real Estate of the
Deceased to Pay Debts, &c.

- 843—July 11. Petition of Administrator for authority to sell real estate of deceased to pay debts, etc.
- 843—Sept. 2. Order granted directing a sale of the real estate of deceased, mentioned in the order, in which the premises in question are numbered 24.
- 844—Jan. 4. Order confirming sale except as to parcel in question, which was adjudged to have been sold for less than its value. The order thereupon vacates sale of parcel in question, and directs that another sale thereof be had.
- 850—April 22. Order directing that William Beach Lawrence, the then administrator, etc., proceed to sell parcel in question.
- June 12. Sale of premises to William Beach Lawrence, Junior, for \$30,000.
- June 15. Order confirming sale and directing a conveyance.

DEED.

WILLIAM BEACH LAWRENCE, <i>Administrator of</i> ISAAC LAW- RENCE, to WILLIAM BEACH LAWRENCE, JUNIOR.	}	Dated 20th June, 1850. Ack. 24th June, 1850. Rec. 12th Aug., 1850. 554 Conveyances, 47. Consideration, \$30,000.
---	---	--

CONVEYS same premises by same description.



Notes on the Turtle Bay Farm. — Sub-division Six.



THE PATENTS BETWEEN 1814 & 1825
are out according to the distances given
in said patents, save one in subsequent
divisions of said Repts. and the
courses and distances given in the
subsequent deeds and maps.

The	Widow	of	Georg	Widow	of	John	Green
do	do	do	do	do	do	do	do
do	do	do	do	do	do	do	do
do	do	do	do	do	do	do	do

[illegible]

THIRD

A V E N U E

BRECKENRIDGE

O	D	F	L	L
---	---	---	---	---

THE ³ PATIENT

THE PATENT

THE PATIENT¹¹⁴ vs.

S I C O N I I

AVENUE

THE PATENT

JOHN DANIELSON

JACOBUS

FABRITIUS

AVENUE

BRASHER

$$\frac{B_{FEKMAN}}{S}$$

DAVID DU FOUR

AVENUE

EAST

RIVER

EASTERN POST ROAD

LOT N° 3 CONTAINING

AVENUE

SECOND

51" STREET

380,955 500 Feet 8 1/2

30" STREET

49" STREET

SEAMAN

AVENUE

FIRST

LOT N° 1 CONTAINS

Copied from Map in Liber 113 Cont. page 59

291,764 Square Feet 6 7/8

CONTAINS 313,930 Sq Feet. 7 7/8

LOT N° 2

A MAP
OF LAND IN THE CITY OF NEW YORK
BELONGING TO THE HEIRS OF THE LATE
MR JAMES BECKMAN DEC.
Surveyed in October 1815 by
W. B. RANBALL

WINTHROP

THE JAMES BEEKMAN TRACT.

This tract is comprised in the following Patent to Gabriell Curtesee :

PATENT.

SIR EDMUND ANDROS,
Governor, etc.
to
GABRIELL CURTESEE.

} Dated 19th Mar., 1676.
Recorded in Secretary of
State's Office at Al-
bany.
} 4 Patents, 121.

“Whereas there is a certaine lott of land upon this Island Manhatans the which by virtue of my warrant hath been laid out for Gabriell Curtesee, which said lott is florty rod in breadth, being bounded to the Southeast by the River and to the Northeast by the land of David Du Four, ranging in length Northwest one hundred and twenty rods and bounded to the Northwest by the highway to the Southwest by the land of William Holmes. Containing the quantity of thirty acres as by the return of the survey under the hand of the surveyor doth and may appear.”

CONVEYS said premises to the patentee.

These premises afterwards became vested in George Elsworth, who died seised thereof leaving a will as follows :

Last Will and Testament
of
 GEORGE ELSWORTH, SENIOR.

Dated 8th Aug., 1727.
 Proved 11th Feb., 1733.
 12 Wills, 133.

GIVES his wife Arianchia a life estate in all his real property, and, after bequeathing certain legacies, provides as follows "All the rest and remainder of my said reall and personall estate not herein already disposed of I give and bequeath unto my children, namely Theophilus Elsworth, John Elsworth, George Elsworth, Ahasuerus Elsworth, and Ananche Elsworth equally to be divided shared and parted amongst them all. To have and to hold one equal part thereof to each of them my said children, and to each of their heirs and assigns to and for their own use forever."

ARIANCHEA ELSWORTH, THEOPHILUS ELSWORTH and SARAH, *his wife*, JOHN ELSWORTH and SARAH, *his wife*, GEORGE ELSWORTH and JANNETTE, *his wife*, AHASUERUS ELSWORTH, JOHN CONSTABLE and ANANCHE, *his wife*,

to

MATTHEW NORRIS.

DEED.

Dated 4th Sept., 1736.
 Ack. 6th Sept., 1736.
 Rec. 7th Sept., 1736.
 32 Conveyances, 66.
 Consideration, £1¹⁰0.

CONVEYS all that certain messuage. Tenement or House, Watermill, and Lott or parcell of ground situate lying and being at Turtle Bay within the Bounds of New York City whereof the said Geo. Elsworth, senior, died seised. Bounded to the River Southeast and ranging in length Northwest one hundred

[illegible]

nd twenty rod and bounded to the Northwest by the Highway,
ounded to the Northeast by the land of David Deffoare, and
outhwest by land of late of William Holmes. Containing by
stimation thirty acres.

DEED.

MATHEW NORRIS *and*
EUPHEMIA, *his wife,*
to
ANDRIES VAN ALBODY.

Dated 28th July, 1738.
Ack. 28th July, 1738.
Rec. 16th April, 1739.
32 Conveyances, 125.
Consideration, £185.

CONVEYS same premises by same description.

By bond, dated 24 July 1738, and recorded in Liber 36 Con-
veyances page 164, the grantee in the above deed, having inter-
married with Hannah Byse, widow of John Byse, bound him-
self to give to Mattawis Byse and Rebecca Byse, children of
said John Byse, an even and equal share and portion with his
own children. The said Andries Van Albody was afterwards
known as Andries Anderson. He died seised of said tract,
which was thereupon partitioned as follows :

ELIAS ANDERSON,
of 1st part,
JOHN ANDERSON,
of 2d part,
ABRAHAM ANDERSON,
of 3d part.

PARTITION DEED.

Dated 3d Jan., 1763.
Ack. 7th April, 1764.
Rec. 16th Oct., 1775.
40 Conveyances, 478.

RECITES seisin by parties of tract in question, and that for
the purpose of an equable partition the same had been divided
into three lots, numbered 1 2 and 3 on a map annexed to this
deed, and that lot number 1 had been allotted to Abraham An-

derson, lot number 2 to John Anderson, lot number 3 to Elias Anderson.

CONVEYS to Abraham Anderson All that the said North-eastermost third part thereof known and distinguished in the said Chart or Map by lot No. 1, Butted and Bounded as in the said map and hereinafter is particularly mentioned and expressed; that is to say: Beginning at the river side and the Southermost corner of the farm of the said David Devoor thence running South twenty degrees thirty minutes West three chains, thence South thirty-nine degrees West one chain and forty links to the Eastermost corner of the middle lot, No. 2; thence north forty-seven degrees West twenty-four chains and ninety links to the said Highway and the Northermost corner of the said middle lot No. 2, thence along the said highway south Eighty-five degrees East three chains and twenty links, thence North Sixty-two degrees East three chains and Eighty-five links to the Westernmost corner of the farm of the said David Devoor thence along the bounds of the farm of the said David Devoor South forty-five degrees East twenty chains and forty-six links to the place of beginning.

CONVEYS to John Anderson All that the said middle third part thereof known and distinguished on the said chart or map by lott No. 2, butted and bounded as in the said map and hereinafter is particularly mentioned and expressed (that is to say) Beginning at the river side and the Southermost corner of the said lot No. 1 and running thence along the said river South thirty-nine degrees West four chains and forty links to the Eastermost corner of the said lot No. 3; thence North forty-five degrees thirty minutes West twenty-six chains and eighty links to the said highway and the Northermost corner of the said lott No. 3, thence along the said highway North thirty-five degrees thirty minutes East one chain and eighty-five links, thence North seventy-seven degrees East one chain, thence South Eighty-five degrees East one chain and eighty links to the West-

ermost corner of the said lot No. 1, thence along the bounds of the said lot No. 1 south forty-seven degrees East twenty-four chains and ninety links to the place of beginning.

Lots One and Two comprise the farm in question. The distance given in this survey, as in the Turtle Bay Farm, are not long enough to reach the recent Eastern Post Road by about 100 feet.

ABRAHAM ANDERSON *and* SUSANNA, *his wife*, JOHN DYCKMAN *and* REBECCA, *his wife*, MATTHEW BUYS *and* MARY, *his wife*,

to

JAMES BEEKMAN.

DEED.

Dated 4th Jan., 1763.
Ack. 4th Jan., 1763.
Rec. 16th Oct., 1775.
40 Conveyances, 471.
Consideration, £340.

RECITES the partition of the farm in question above set forth, and that Matthew Buys in his own right, and the said John Duyckman and Rebecca his wife in right of her the said Rebecca do claim title to a part of the said farm or plantation in virtue of a certain instrument executed by Andries Albody, alias Anderson, to Jacobus Montanje in favour of them the said Matthew Buys and Rebecca Duyckman, and also in virtue of the last will and testament of the said Andries.

CONVEYS said lot one by same description.

DEED.

JOHN ANDERSON *and* MARTHA, *his wife*,
to
JAMES BEEKMAN.

Dated 7th Jan., 1763.
Ack. 7th Jan., 1763.
Rec. 16th Oct., 1775.
40 Conveyances, 475.
Consideration, £385.

CONVEYS said lot two by same description.

Last Will and Testament
of
JAMES BEEKMAN.

} Dated 10th Jan., 1806.
} Proved 22d July, 1807
} 47 Wills, 63

“Item : I give devise and bequeath unto my said beloved wife my country seat on which I now reside, situate above the fourth Mile Stone on the East River in the Seventh, now ninth, ward of the City of New York, Together with all my Household furniture, Plate, Books, Horses, Carriages, Cattle and farming Utensils thereon during her natural life. And this devise shall be construed and considered as a full bar of her right of Dower. Moreover it is my Will and desire that such of my unmarried Children as shall choose may reside with my Wife on the said farm in the enjoyment of the Privileges appertaining thereto, they bearing their respective proportions of the Family expense during the life of my said Wife and their respective residence with her, and also that at her decease, and in order to prevent disposal of my said Farm to effect a division thereof among my Heirs, it is my will and determination that such of my unmarried Children as may choose and agree shall retain and hold to them, their Heirs and assigns forever the whole of my said Farm, farming Utensils and Cattle thereon; for all and every article of which property they are to account to the rest of my Children whether married or single, for their equal and respective share therein, the value of which property is to be ascertained by Just appraisement thereof between them, or by three competent persons to be chosen by them. * * *

And Whereas my late brother Abraham Beekman hath devised and bequeathed to my son Abraham K. Beekman the greater part of his Estate, to the exclusion of all my other children, therefore I think it my duty, as my beloved Son Abraham is already well provided for, to give, and I do hereby give, my said

son Abraham the sum of one hundred pounds only as his part and portion of my Estate and as a pledge of my paternal affection for him. And all the residue of my Estate, Real and Personal of what nature soever, not in this my last will and Testament otherwise disposed of, I give devise and bequeath unto my nine beloved Children, by names William, James, Jane, the wife of Stephen V. Cortlandt, Catharine, wife of Elisha Boudinot, Esq., Mary, wife of Stephen N. Bayard, John, Cornelia, wife of Isaac B. Cox, Gerard and Samuel, and to their heirs and assigns forever, to be equally divided between them as tenants in common and not as joint tenants. Provided nevertheless, and it is my will and intention, that the advances already made to any of my married children or yet to be made, according to an account to be kept for that purpose, shall be deducted from their respective shares and proportions of my Estate to which they would respectively be entitled by virtue of this my last will and testament. Item, I do authorize my Executrix and Executors, and the survivors or survivor of them, to sell and dispose of all my Estate of what nature soever and wheresoever, provided the same shall not be repugnant to any former clause in this my will, in such manner and at such times as they may think proper, and to execute therefore good and sufficient Conveyances in the Law for all or any part of my said Estate, as to them shall seem meet; to the end and for the purpose that the avails of such sale or disposition may be applied according to the true interest and meaning of this my will above particularly described." Appoints his wife Jane Executrix and his sons William, James, John, Gerard and Samuel his Executors.

Last Will and Testament
to
WILLIAM BEEKMAN.

} Dated 6th Oct., 1807.
} Proved 19th Sept., 1808.
} 47 Wills, 416.

"First, I will and direct that all my just debts and funeral

charges be paid by my Executors in a Convenient time after my decease. Second; Whereas my late uncle Abraham Beekman deceased hath devised and bequeathed the greater part of his Estate to my brother Abraham K. Beekman (to the exclusion of all my other brothers and Sisters), therefore I give and bequeath unto my said beloved brother Abraham, a Suit of Mourning and a Gold Mourning Ring only as a Pledge of my fraternal affection for him. Third—and all the rest and residue of my Estate both Real and personal whatsoever and where soever situated, I give, devise, and bequeath unto my beloved brothers James Beekman, John Beekman, Gerard Beekman and Samuel Beekman and unto my beloved Sisters Jane (the wife of Stephen V. Cortlandt), Catharine (wife of Elisha Boudinot) Mary (wife of Stephen N. Bayard), and Cornelia (wife of Isaac B. Cox) to each of them, their Heirs and assigns forever, one equal eighth part or share thereof, to be divided between them as Tenants in Common and not as joint tenants. Nevertheless it is my will that if my said Sisters or either of them should die without leaving Issue at the time of her death, that then the respective share or shares of my Estate to which she or they would have been entitled by Virtue of the former clause in this my last will shall vest the Fee Simple in my surviving brother or brothers, Sister or Sisters, and the issue of such of them as may then be dead, share and share alike; such issue to take equally such portion only as would have gone to his, her, or their parents if living, and the property which shall so survive to any of my Sisters shall likewise be liable to survive in the same manner as the property so directly devised to them and on the like condition. Lastly I make and ordain my said brothers James, John, Gerard and Samuel Beekman to be Executors of this my last will and Testament, hereby utterly disallowing and revoking all former wills by me made and giving my said Executors, the Survivors or Survivor of them, full and ample power to dispose of all or any part of my Real Estate whatsoever or

wheresoever Situate either at Public or private Sale in such manner and at such times as they may think proper, with full power to execute good and sufficient Conveyance in the Law to the purchasers thereof their heirs and assigns."

JAMES BEEKMAN *and* LYDIA,
his wife, JOHN BEEKMAN *and*
 MARY, *his wife*, STEPHEN VAN
 CORTLANDT *and* JANE, *his*
wife, ELISHA BOUDINOT *and*
 CATHARINE, *his wife*, STEPHEN
 N. BAYARD *and* MARY, *his*
wife, ISAAC B. COX *and* COR-
 NELIA, *his wife*,

to

GERARD BEEKMAN *and* SAMUEL
 BEEKMAN.

DEED.

Dated 4th Feb., 1809.

Ack. 31st May, 1809.

Rec. 5th June, 1809.

83 Conveyances, 186.

Consideration, \$3,750.

RECITES will of James Beekman and the provisions therein relative to the purchase of his homestead by his unmarried children—recites also death and will of William Beekman, and that Gerard Beekman and Samuel Beekman who were the only unmarried children of James Beekman had agreed to purchase the farm at \$30,000, at which sum the value of the estate had been appraised and fixed.

CONVEYS all that farm or homestead late of the said James Beekman, deceased, situate in the Ninth Ward of the City of New York, near the four mile stone, and on the Easterly side of the main road leading from New York to Harlaem which said farm is bounded as follows, to wit Northeastwardly on the lands of Edmund Seaman Southeastwardly by the East River Southwestwardly by the lands of Francis B. Winthrop and

Northwestwardly by the public road or highway leading from New York to Harlaem, as aforesaid. Which said farm contains Twenty-one acres and a half acre of land, be the same more or less. Subject to life estate of mother of parties hereto.

Notwithstanding this purchase of the farm by the unmarried children, all the property of which James Beekman died seised, including the farm conveyed in the previous deed, was partitioned in 1812. In this partition, as appears from a recital in a partition deed of other parts of said estate of which James Beekman died seised, which deed is recorded in Liber 101 Cons., page 29, the farm in question fell to the share of James Beekman, Gerard Beekman and Samuel Beekman. All three were parties to this deed, and the recital is in the following words: "And whereas the parties to these presents have mutually agreed to make partition by ballot of a certain part of the estate, real and personal, of their late father, so to them devised and bequeathed as aforesaid and so to them conveyed by the said Abraham K. Beekman as aforesaid, being arranged in classes so as to render the several shares as nearly of equal value as possible. And whereas that part of the real estate of the said James Beekman, Esquire, deceased, which consisted of his homestead or farm, situate in the Ninth Ward of the City of New York, containing twenty-one acres of land or thereabouts whereon he, the said James Beekman, resided at the time of his decease, hath on such ballot and partition fallen to the shares of the said James Beekman, Gerard Beekman and Samuel Beekman, parties to these presents, each one equal undivided third part thereof, share and share alike. And whereas, in and by a certain indenture made and executed on the fourth day of February, 1809, by and between the heirs and devisees of the said James Beekman, deceased (other than the said Gerard Beekman and Samuel Beekman of the one part and the said Gerard Beekman and Samuel Beekman of the other part), all the right, title and estate which was of the said James Beekman,

deceased, at the time of his death, of, in and to the said homestead or farm, is now vested in them, the said Gerard Beekman and Samuel Beekman, and they, the said Gerard and Samuel have agreed that they shall and will make partition of the same as aforesaid with him, the said James Beekman, party to these presents, and shall and will convey to him, the said James Beekman, one equal third part thereof as his part or share of the real estate aforesaid now divided by and among the heirs and devisees of their late father. And also, that they, the said Gerard and Samuel, shall and will, severally and respectively, have, hold and retain one equal third part thereof as their several and respective shares of the said real estate now divided as aforesaid."

JAMES BEEKMAN, *and* LYDIA,
his wife,
of 1st part,
 GERARD BEEKMAN, *and* CATH-
 ERINE, *his wife,*
of 2d part,
 SAMUEL BEEKMAN,
of 3d part.

PARTITION DEED.

Dated 15th Nov., 1815.
 Ack. 20th and 23d Nov.,
 1815.
 Rec. 4th Dec., 1815.
 113 Conveyances, 59.
 Consideration, \$1.00.

Sets apart to James Beekman lot 1 on the map annexed, which in said deed is described as follows: "All that certain piece or parcel of land, situate in the Ninth Ward of the City of New York, being part of the estate of the late James Beekman, deceased, Beginning at a point, on the Easterly side of the Eastern Post Road, so called, where the same is intersected by the Northerly side of Fifty-first street, at which point there is a brown stone marked A, which is distant seventy-one feet and four-tenths part of a foot Westerly from a marble monument marked 2-51, placed at the intersection of the Northerly side of

Fifty-first street by the Westerly side of the Second Avenue, and running thence along the Easterly side of said Post Road, so-called, Northerly to a point in the Westerly side of the Second Avenue, where the same is intersected by a range of a fence, which is the division line between the Estates of Edmund Seaman and the said James Beekman, deceased; at this point is placed a brown stone marked B, which is distant Northerly one hundred and sixty-four feet from the marble monument hereinbefore mentioned; thence along the said division line Easterly to a brown stone marked C on the shore of the East River; thence along the same Southerly to a brown stone marked D, in the Northerly side of Fiftyeth street; thence along the same Westerly to a brown stone marked E, which is distant two hundred and fifty-four feet and five-tenth parts of a foot Westerly from a marble monument marked 1-50, placed at the intersection of the Westerly side of the First Avenue by the Northerly side of Fiftyeth street; thence at right angles to the same (which is also parallel to the Avenues) Northerly to a brown stone, marked F, in the Northerly side of Fifty-first Street, and thence Westerly along the same to the place of beginning. Containing six acres and seven-tenth parts of an acre (The division line above mentioned is a straight line, running from the brown stone marked B to the brown stone marked C, above mentioned, and intersects the Westerly side of the First Avenue twenty-three feet and one-tenth part of a foot Northerly from a marble monument, marked 1-51, placed at the intersection of the Northerly side of Fifty-first street by the Westerly side of the First avenue.

Sets apart to Samuel Beekman lot 2 on said map, which is described as follows: "All that certain piece or parcel of land, situate in the Ninth Ward of the City of New York, being part of the estate of the late James Beekman, deceased, Beginning at a brown stone marked E, situate on the Southerly side of Fiftyeth street, distant two hundred and fifty-four feet and five-

tenth parts of a foot Westerly from a marble monument marked 1-50, placed at the intersection of the Northerly side of Fiftyeth street by the Westerly side of First Avenue ; and running thence Southerly parallel to said avenue to a brown stone marked H, which is in the division fence between the estate of Francis B. Winthrop and that of the said James Beekman, late deceased ; thence along the said division fence Easterly to the shore of the East River, where the rock bounding the same is marked with the letter L cut on said rock ; thence along the same Northerly to a brown stone marked D, in the Northerly side of Fiftyeth street, and thence along the same Westerly to the place of beginning. Containing seven acres and two-tenth parts of an acre. (The division fence last above mentioned is on a straight line, running from a brown stone marked K, in the Easterly side of the Eastern Post Road, so called, Easterly through the aforesaid brown stone marked H to the shore of the East River, where the rock bounding the same is marked with the letter L cut in said rock, and intersects the Westerly side of Second Avenue Fifty-eight feet and seven-tenth parts of a foot Northerly from a marble monument marked 2-49, placed at the intersection of the Westerly side of the Second Avenue by the Northerly side of Forty-ninth street, and also intersects the Westerly side of First Avenue Forty-eight feet and five-tenth parts of a foot Southerly from a marble monument marked 1-49, placed at the intersection of the Westerly side of the First Avenue by the Northerly side of Forty-ninth Street.)

Sets apart to Gerard Beekman lot 3 on said map, which is described as follows : " All that certain piece or parcel of land, situate in the Ninth Ward of the City of New York, being part of the estate of the late James Beekman, deceased, Beginning at a brown stone marked A, placed at the intersection of the Northerly side of Fifty-first Street by the Easterly side of the Eastern Post Road, so called ; which stone is distant seventy-one feet and four-tenth parts of a foot Westerly from a marble

monument marked 51-2, placed at the intersection of the Westerly side of the Second Avenue by the Northerly side of Fifty-first Street, and running thence along the Northerly side of said street Easterly to a brown stone marked F, which is distant two hundred and fifty-four feet and five-tenth parts of a foot Westerly from a marble monument marked 51-1, at the intersection of the Northerly side of Fifty-first Street by the Westerly side of the First Avenue; thence parallel to the said avenue Southerly through a brown stone marked F to a brown stone marked H in the division fence between the estate of Francis B. Winthrop, and the estate of the said James Beekman, deceased; thence along the same Westerly to a brown stone marked K in the Easterly side of the Eastern Post Road, so called, and thence along the same Northeasterly to the place of beginning. Containing eight acres and seventy-five hundredth parts of an acre. (The division fence above mentioned is on a straight line, running from a brown stone marked K, in the Easterly side of the Eastern Post Road, so called, Easterly through the said brown stone marked H, to the shore of the East River, where the rock bounding the same is marked with the letter L cut in the said rock, and intersects the Westerly side of Second Avenue, Fifty-eight feet and seven-tenth parts of a foot Northerly from a marble monument marked 2-49, placed at the intersection of the Westerly side of Second Avenue by the Northerly side of Forty-ninth Street; and also intersects the Westerly side of the First Avenue forty-eight feet and five-tenth parts of a foot Southerly from a marble monument marked 1-49, placed at the intersection of the Westerly side of the First Avenue by the Northerly side of Forty-ninth Street, as will more fully appear by reference being had to a map hereunto annexed.)

TITLE TO LOT NUMBER ONE.

This lot was set apart to James Beekman.

Last Will and Testament
of
 JAMES BEEKMAN.

} Dated 8th Sept., 1835.
 } Proved 8th May, 1837.
 } 76 Wills, 268.

After bequeathing certain legacies, the testator provides as follows: "As to all the residue of my estate, real and personal, whatsoever or wheresoever, which I may own or be in any manner entitled to at the time of my decease, I give, devise and bequeath the same unto my beloved nephew, James William Beekman, son of my late brother, Gerard Beekman. To have and to hold the same and every part thereof, with the appurtenances, unto him, his heirs, executors and administrators and assigns forever." The testator provides for certain remainders over, in case said devisee should die under the age of twenty-one years without leaving any lawful issue.

TITLE TO LOT NUMBER TWO.

This lot was set apart to Samuel Beekman.

Last Will and Testament
of
 SAMUEL BEEKMAN.

} Dated 27th Dec., 1808.
 } Proved 18th Mar., 1816.
 } 53 Wills, 135.

"Item, and as to my Real Estate, whatsoever and wheresoever situated, I give, devise and bequeath the same unto my beloved brothers, James Beekman, John Beekman, and the said Gerard Beekman, and unto my beloved sisters, Jane, the wife of Stephen Van Cortlandt; Catherine, the wife of Elisha Boudinot; and Mary, the wife of Stephen N. Bayard, to each of my said brothers and sisters, severally and respectively, and to their several and respective heirs and assigns forever, each one equal undivided seventh part or share thereof, to be divided by and

monument marked 51-2, placed at the intersection of the Westerly side of the Second Avenue by the Northerly side of Fifty-first Street, and running thence along the Northerly side of said street Easterly to a brown stone marked F, which is distant two hundred and fifty-four feet and five-tenth parts of a foot Westerly from a marble monument marked 51-1, at the intersection of the Northerly side of Fifty-first Street by the Westerly side of the First Avenue; thence parallel to the said avenue Southerly through a brown stone marked F to a brown stone marked H in the division fence between the estate of Francis B. Winthrop, and the estate of the said James Beekman, deceased; thence along the same Westerly to a brown stone marked K in the Easterly side of the Eastern Post Road, so called, and thence along the same Northeasterly to the place of beginning. Containing eight acres and seventy-five hundredth parts of an acre. (The division fence above mentioned is on a straight line, running from a brown stone marked K, in the Easterly side of the Eastern Post Road, so called, Easterly through the said brown stone marked H, to the shore of the East River, where the rock bounding the same is marked with the letter L cut in the said rock, and intersects the Westerly side of Second Avenue, Fifty-eight feet and seven-tenth parts of a foot Northerly from a marble monument marked 2-49, placed at the intersection of the Westerly side of Second Avenue by the Northerly side of Forty-ninth Street; and also intersects the Westerly side of the First Avenue forty-eight feet and five-tenth parts of a foot Southerly from a marble monument marked 1-49, placed at the intersection of the Westerly side of the First Avenue by the Northerly side of Forty-ninth Street, as will more fully appear by reference being had to a map hereunto annexed.)

TITLE TO LOT NUMBER ONE.

This lot was set apart to James Beekman.

Last Will and Testament
of
 JAMES BEEKMAN.

} Dated 8th Sept., 1835.
 } Proved 8th May, 1837.
 } 76 Wills, 268.

After bequeathing certain legacies, the testator provides as follows: "As to all the residue of my estate, real and personal, whatsoever or wheresoever, which I may own or be in any manner entitled to at the time of my decease, I give, devise and bequeath the same unto my beloved nephew, James William Beekman, son of my late brother, Gerard Beekman. To have and to hold the same and every part thereof, with the appurtenances, unto him, his heirs, executors and administrators and assigns forever." The testator provides for certain remainders over, in case said devisee should die under the age of twenty-one years without leaving any lawful issue.

TITLE TO LOT NUMBER TWO.

This lot was set apart to Samuel Beekman.

Last Will and Testament
of
 SAMUEL BEEKMAN.

} Dated 27th Dec., 1808.
 } Proved 18th Mar., 1816.
 } 53 Wills, 135.

"Item, and as to my Real Estate, whatsoever and wheresoever situated, I give, devise and bequeath the same unto my beloved brothers, James Beekman, John Beekman, and the said Gerard Beekman, and unto my beloved sisters, Jane, the wife of Stephen Van Cortlandt; Catherine, the wife of Elisha Boudinot; and Mary, the wife of Stephen N. Bayard, to each of my said brothers and sisters, severally and respectively, and to their several and respective heirs and assigns forever, each one equal undivided seventh part or share thereof, to be divided by and

between them, share and share alike, as Tenants in common and not as joint tenants. And as to the remaining one equal undivided seventh part or share of my said real estate, I do hereby give, devise and bequeath the same unto my beloved brothers, James Beekman, John Beekman and Gerard Beekman, and to the survivors and survivor of them, and to the heirs and assigns of such survivor of them forever. In Trust, nevertheless, and to and for the following purpose, uses and trusts, and no other whatsoever, to wit: The Rents, Issues and profits of the same and any part thereof, to be applied by the said Trustees, or the survivor of them, to the sole and only use of my beloved sister, Cornelia, the wife of Isaac B. Cox, during her natural life, and from and after her decease, to the sole and only use of her children then living, if any, and of the survivors or survivor of them, and to be paid as aforesaid, to her or them, or to her or their use, at the discretion of the said Trustees, or the survivor of them, from time to time, in such manner as the said Trustees in their discretion shall judge most for the advantage of my said Sister, and of her children, for and during the lifetime of her husband, Isaac B. Cox. But if it shall so happen that my said sister, Cornelia, shall survive her said husband, then, and in such case, the said Trustees, the survivors or survivor of them, shall convey all the said one seventh part or share of my said Real Estate hereby devised to them in Trust, as aforesaid, unto her, my said sister, Cornelia, her heirs and assigns forever in fee simple. And if it shall so happen that my said sister, Cornelia, shall depart this life before her said husband, then the said Trustees, the survivors or survivor of them, shall pay the Rents, interest and profits of the said Estate, or as much thereof as shall be necessary, for the support and Education of the child or children she may leave until they respectively attain the age of twenty-one years. And at the time when they shall respectively attain to the age of twenty-one years, I do hereby direct the said Trustees, and the Survivor of them, and the heirs

of such survivor, to divide the same equally between the said children, share and share alike, and to execute Deeds accordingly. But if only one of the children of my said sister, Cornelia, should attain the age of twenty-one years, then such child shall have the whole of his or her mother's share of my said Real Estate. And in case all the children of my said sister, Cornelia (so surviving her as aforesaid), should depart this life before they, or any of them, should attain the age of twenty-one years, and without Issue, then, and in such case, I order and direct that the said Trustees, and the survivor of them, or the heirs of such survivor, shall convey in fee simple the whole of the said one-seventh part of my said Real Estate, with the interest or proceeds thereof, which may be unexpended in their or his hands to the like uses and purposes, and in the same manner and proportions, and to the same persons that the other six seventh parts of my Real Estate is bequeathed to in this my last will and testament; and in case the said Trustees shall, in their discretion, at any time think it most for the advantage of my said sister, Cornelia, or of her children, to sell the Real Estate hereby intrusted to them, or any part thereof, I do hereby authorize and empower the said Trustees, and the survivors and survivor of them, to sell the same and proper Deeds to execute therefor, and the proceeds thereof to be placed in such funds as the said Trustees, or the survivor of them shall judge safest, and the interest to be applied as aforesaid, and the principal to be divided and paid as before directed. And lastly, I make and ordain my said brothers, James Beekman, John Beekman, and Gerard Beekman, to be executors of this my last will and testament, hereby utterly disallowing and revoking all former wills by me made; and giving to my said Executors, and to the survivors and survivor of them, full and ample power to dispose of all or any part of my said real Estate, whatsoever and wheresoever situated, either at public or private sale, in such manner and at such times as they may think proper, with full power to

execute good and sufficient conveyances in the Law to the purchasers thereof, their heirs and assigns forever."

DEED.

JAMES BEEKMAN *and*
 LYDIA, *his wife,*
to
 GERARD BEEKMAN.

Dated 3d April, 1818.
 Ack. 7th April, 1818.
 Rec. 1st May, 1818.
 126 Conveyances, 477.
 Consideration, \$1,428.50

CONVEYS one equal undivided seventh part or share (the whole into seven equal parts or shares to be divided) of all that certain piece or parcel of land situate in the Ninth Ward of the City of New York, now belonging to and held in common by and among all the surviving heirs of their late brother, Samuel Beekman, deceased (being his equal third part of the Farm or Homestead of their late father, James Beekman, deceased), according to the metes and bounds thereof, as settled and established by and between the said Samuel and the parties to these presents, as will appear in and by a certain Deed Tripartite, made and executed by and between the said Samuel and the parties to these presents on the fifteenth day of November, in the year one thousand eight hundred and fifteen, reference being thereunto had. Containing seven acres and one-fifth part of an acre of land, whereof one equal undivided seventh part or share is hereby intended to be sold and conveyed.

Mary N. Bayard, having survived her husband, Stephen N. Bayard, died, in 1831, intestate and without issue, leaving, as her only heirs-at-law, her brothers, James Beekman, Gerard Beekman and John Beekman, and her sisters, Jane Van Cortlandt, Catharine Boudinot and Cornelia Cox.

Last Will and Testament
of
 GERARD BEEKMAN.

Dated 6th Mar., 1832.
 Proved 21st Aug., 1833.
 70 Wills, 422.

The testator directs payments of certain legacies and an annuity of \$1,500 to his wife, and devises to her the use and occupation of his house and stables, and the lots of ground on which they are erected, one fronting on Bleecker Street and the other on Greene Street in the city of New York, during her widowhood, all which he declares to be given in lieu of and in full bar of her dower. He authorizes his executors, in case his personal estate, and the rents and profits of his real estate prove insufficient, to sell and convey his real estate to raise an amount adequate for that purpose. He expressly charges his estate, real and personal, with the payment of the said annuity to his wife, but provides that such lien shall cease as to such parcels as may be conveyed by his executors, in pursuance of the power vested in them by his will. All and singular, the rest, residue and remainder of his estate, real and personal, whatsoever and wheresoever the same may be, he gives, devises and bequeaths to his beloved son James William, his heirs, executors and administrators and assigns forever. The testator then provides that in the event of his having other children born of his wife Catharine, that they shall share equally with his son James William in the said residuary part of his estate. In case his said child or children should be under the age of twenty-one years at the time of his decease he vests said residuary estate in his executors, with full power to sell and convey the same, and to partition the same amongst his said children, and to transfer her or his share to each when they respectively arrive at full age, directing them not, however, to deliver the actual possession of the share or estate to either of his children before he or she attains to lawful age. Testator provides for certain remainders over, in case all his children die under age, without lawful issue. He appoints Geo. W. Strong, David Codwise, John L. Mason, James C. Roosevelt and Isaac Adriance his executors, giving to his said Executors full power to sell and convey all or any part of his estate, real and personal, at their discretion.

It is stated in the bill in the following suit, that at that time Catharine Boudinot and Jane Van Cortlandt were both advanced in years, and were both childless, never having had issue; and that Cornelia Cox had two children, Abraham B. Cox and Catharine M. Cox, both then of full age.

IN CHANCERY. *Before Chancellor.*

JAMES BEEKMAN *and* JOHN BEEKMAN,
as trustees, etc., and in their own right,

vs.

STEPHEN VAN CORTLANDT, JANE VAN
CORTLANDT, CATHARINE BOUDINOT,
CORNELIA COX, CATHARINE M. COX,
JAMES W. BEEKMAN *and* ABRAHAM
B. COX.

1836—December 31. Bill of partition filed.

1837—February 15. Answer of all defendants filed.

February 15. Order of reference on title, etc.

May 23. Decree of partition entered.

1838—May 15. Commissioners' report on partition filed.

All large lot number 2, which comprised lots 1 to 115 on a map attached to their report, was set apart to James W. Beekman.

September 3. Final decree entered.

1839—June 1. Decree enrolled.

Pending the above suit, James Beekman died, leaving a will set forth at large on next page, in the title to lot number three.

This lot was set apart to Gerard Beekman.

DEED.

GERARD BEEKMAN *and*
CATHARINE, *his wife,*
to
JAMES BEEKMAN.

Dated 2d April, 1818.
Ack. 17th April, 1818.
Rec. 11th May, 1818.
127 Conveyances, 458.
Consideration, \$10,000.

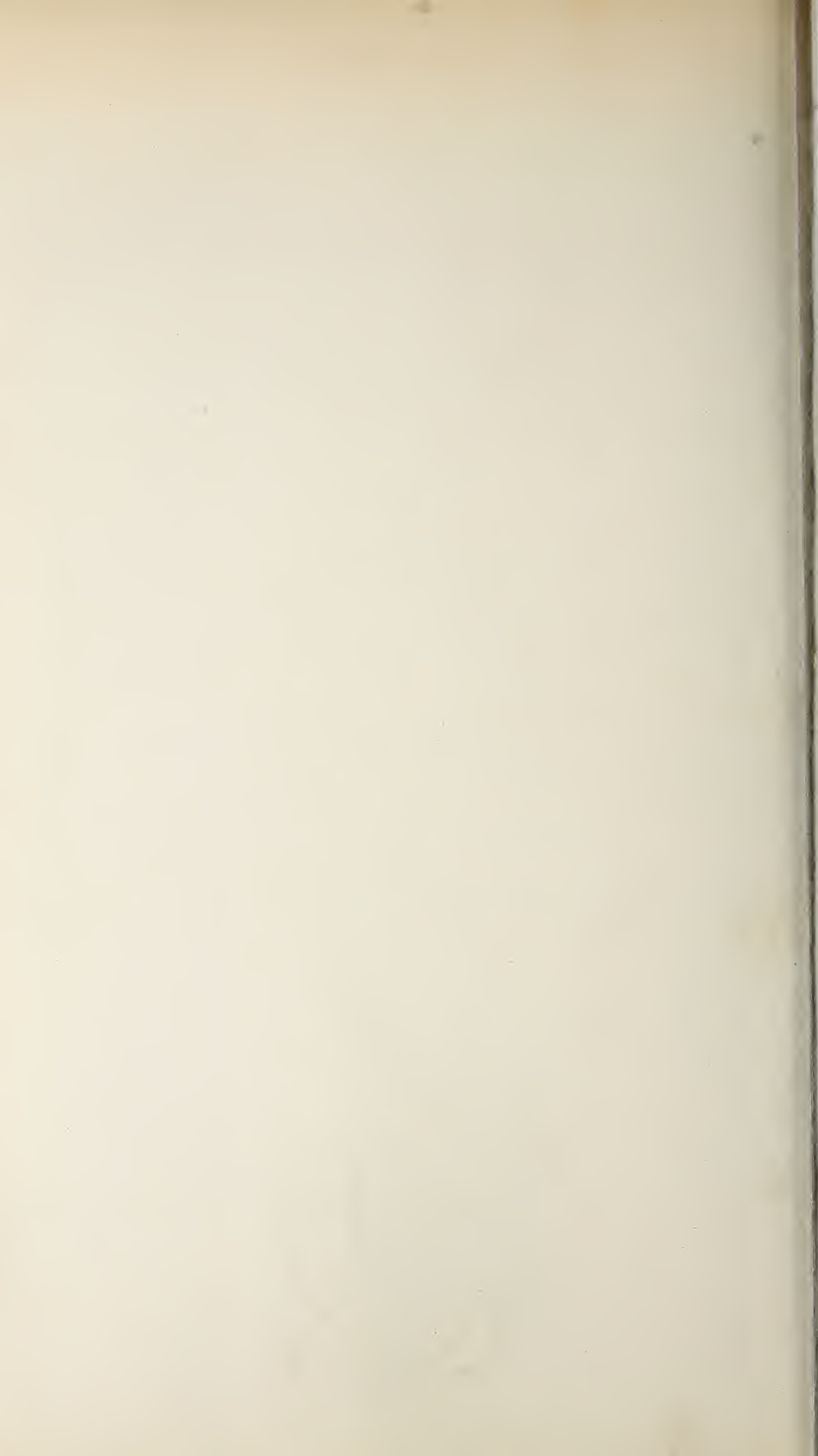
CONVEYS said lot number 3.

Last Will and Testament
of
JAMES BEEKMAN.

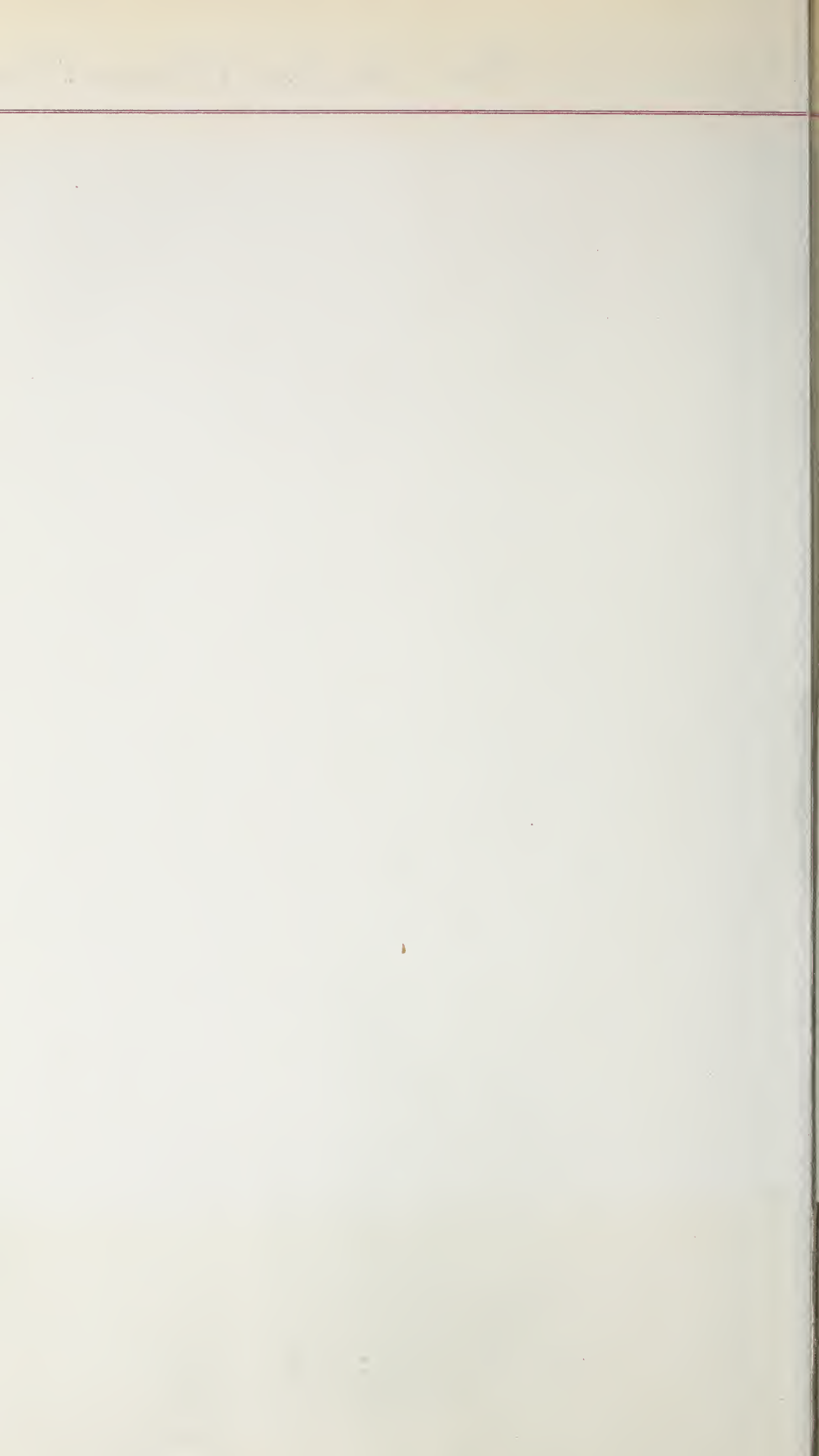
Dated 8th Sept., 1835.
Proved 8th May, 1837.
76 Wills, 268.

After bequeathing certain legacies the testator provides as follows: "As to all the residue of my estate, real and personal, whatsoever or wheresoever, which I may own or be in any manner entitled unto at the time of my decease, I give, devise and bequeath the same unto my beloved nephew, James William Beekman son of my late brother, Gerard Beekman To have and to hold the same and every part thereof, with the appurtenances, unto him, his heirs, executors and administrators and assigns forever." The testator provides for certain remainders over in case said devisee should die under the age of twenty-one years, without leaving lawful issue.

Thus James W. Beekman became seised of the whole of the farm in question, comprising large lots 1, 2 and 3. This tract he divided into city lots and caused a map thereof to be filed in New York Register's office in case number 211.

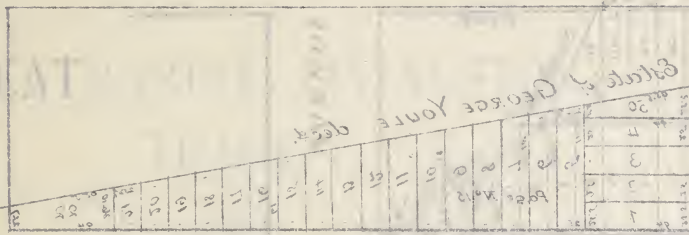


Notes on the James Beckman Tract.

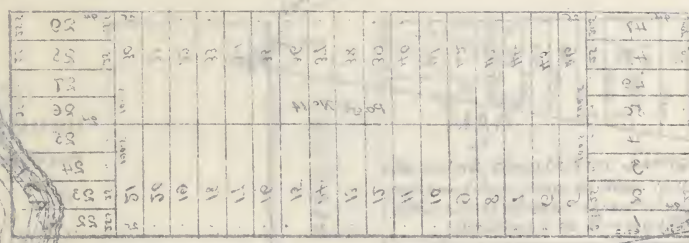




STREET



STREET



STREET

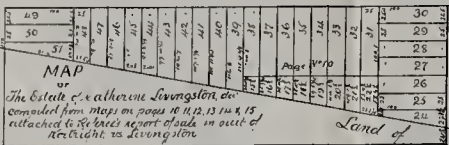
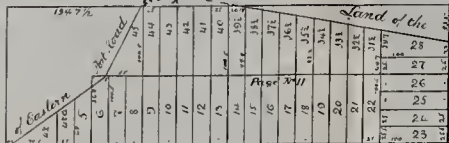


WATER

WATER

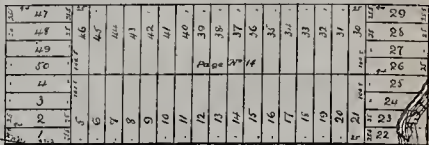
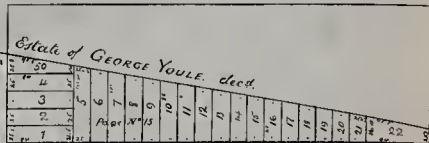
AVENUE

SECOND



AVENUE

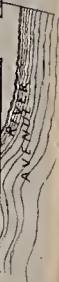
FIRST



STREET

STREET

STREET



THE CATHARINE LIVINGSTON TRACT.

This tract is included in the following patent :

PATENT.

SIR EDMUND ANDROS,
Governor, etc.,
to
DAVID DUFFORE.

} Dated 9th Oct., 1677.
} Recorded in Secretary
} of State's Office at
} Albany.
} 4 Patents, 127.

“Whereas there is a certayne piece of land upon this Island Manhatans, ye which, by vertue of my warrant, hath been layd out for David Duffore being in breadth by ye water side eighty rodd, being bounded to ye Northeast by ye land of John Danielson, Ranging Northeast into ye commons and to ye Southwest by ye land of Gabriell Curtesee, containing in all sixty acres, as by ye return of ye survey may and doth appear.”

CONVEYS said premises to the patentee, reserving a quit rent “of one bushell of good winter wheat, to be paid at New York.”

DAVID DEFFORE *and*
 JANE, *his wife*,
to
 DAVID DEFFORE, JUN.

DEED.

Dated 7th May, 1760.
 Not Recorded.

CONVEYS all that certain Track or Parcell of Lands, scituate Lying and Being in the out Ward of the City of New York Butted and Bounded as follows : Lying by the Coale Hill, being in breadth by the Water side Eighty Rod, Bounded to the Northeast By the land formerly of John Dannielson But now in the Possession of John Provoost, Ranging Northwest into the Woods one Hundred and Twenty Rods, Bounded Northwest by the Commons and to the Southwest by the Land formerly of Gabriell Curtosee, but now or late in the Possession of Andries Anderson. Containing in all Sixty Acres.

MORTGAGE.

DAVID DEFFORE, JUN., *and*
 MARY, *his wife*,
to
 DAVID DEFFORE.

To SECURE £24.
 Dated 7th May, 1760.
 Proved 22d June, 1764.
 Reg. 22d June, 1764.
 1 Mortgage, 431.

COVERS same premises by same description.

DEED.

DAVID DEFFORE
to
 CORNELIUS CLOPPER.

Not recorded but recited in description in mortgage recorded in Mortgages, 408.

CONVEYS the tract in question.

Last Will and Testament
of
 CORNELIUS CLOPPER.

Dated 20th Aug., 1796.
 Proved 18th May, 1797.
 42 Wills, 198.

PROVIDES, after giving certain legacies, &c., that, in case his daughter Catherine Turnbull shall become a widow, then all his real estate, not therein before disposed of, shall go to her, her heirs and assigns forever ; but in case she die before her husband, that his Executors shall sell his said real estate, and divide the residue of his estate between Catharine Van Alen and Cornelius Clopper Van Alen, in the proportion of two thirds to Catharine Van Alen and one third to Cornelius Clopper Van Alen.

By codicil, dated 16 January, 1797, testator provides as follows : " I give and bequeath to him, my said nephew, Cornelius C. Van Alen, to him, his Heirs and Assigns, my farm or Country seat at Turtle Bay, on the Island and in the State of New York, situate next adjoining the farm or Country seat of James Beekman, Esquire, with all and singular the hereditaments and appurtenances thereto belonging, and I do hereby annul and make void anything in my will to the contrary of these my intentions."

DEED.

CORNELIUS C. VAN ALEN
to
 JACOB WILKINS, JR.

Dated 31st July, 1798.
 Ack. 29th Aug., 1798.
 Rec. 21st Feb., 1800.
 57 Conveyances, 436.
 Consideration, \$7,250.

CONVEYS all that certain messuage, lot, piece or parcel of land, situate, lying and being in the Seventh Ward of the City of New York, fronting the East River, being the farm formerly belonging to Cornelius Clopper, deceased, which said messuage and lot, piece or parcel of land, hereby granted and released, or intended to be hereby granted and released, is bounded

as follows, vizt: "beginning at high waters mark on the East River and running from thence up along the land of James Beekman North Forty-five degrees, West Twenty chains and fifty-eight links to a stake on the highway; thence along the said highway North Eighty-nine degrees, East four chains and fifty-seven links; thence North Sixty-one degrees and thirty minutes, East two chains and sixty-one links to a stake on the bounds of Martin Hoffman's land; thence along the land of the said Martin Hoffman, including the lane leading to the premises hereby granted, South forty-five degrees, East sixteen chains and sixty links to high waters mark in the East River; thence along high water mark on the said East River to the first station or place of beginning. Containing eleven acres of land, be the same more or less.

The distances given in this survey are not long enough to reach the recent Eastern Post Road by about 100 feet.

DEED.

JACOB WILKINS, JR., and
 ABBY, *his wife*,
to
 EDMUND SEAMAN.

Dated 23d Dec., 1799.
 Ack. 26th Dec., 1799.
 Rec. 24th Oct., 1827.
 227 Conveyances, 47.
 Consideration, £5,000.

CONVEYS same premises by the same description.

Last Will and Testament
of
 EDMUND SEAMAN.

Dated 15th April, 1823.
 Proved 2d Oct., 1826.
 60 Wills, 496.

"I Give, devise and bequeath to my son Robert Seaman, and to his heirs and assigns forever, in fee simple, all that certain piece of land situate, lying and being at Turtle Bay, in the Ninth Ward of the said City of New York, with the messuage and ap-

purtenances thereunto appertaining, which formerly belonged to Cornelius Clopper, as the same is now held and occupied by me, containing Ten acres, be the same more or less."

Robert Seaman, the above named devisee, died intestate in April, 1835, leaving him surviving his sister Catherine Livingston, his only heir at law.

The said Catherine Livingston, widow, died on 19th September, 1859, intestate, leaving the following heirs at law :

Nicholas G. Kortright,
Jasper H. Livingston,
Henry B. Livingston,
Eliza, wife of Nicholas Cruger,
Catherine L., wife of Maurice Power, and
John L. Kortright,
 children of Catherine Livingston ;
Mary C., wife of Alfred F. de Luze,
John F. Kortright, and
Sarah A. Kortright,
 children of Edmund Kortright, a deceased
 son of Catherine Livingston,
Katharine S., wife of Henry J. Seaman,
Henry J. Seaman, Jr., and
Hester Mary, wife of Robert T. Howard,
 children of Hester Mary Seaman, a deceased
 daughter of Catherine Livingston.

On the 10th November, 1859, John L. Kortright, one of the children of Catherine Livingston, died intestate, leaving him surviving Freelove Kortright his widow, and the following heirs-at-law :

Charlotte, wife of Oliver Powell,
Susan, wife of Solomon Brush,

Juliet, wife of Frederick W. Renwick,
his children, and

Nicholas Kortright,

John Kortright, and

Robert Kortright,

children of Henry Kortright, a deceased son
of John L. Kortright.

SUPREME COURT.

CITY AND COUNTY OF NEW YORK.

NICHOLAS G. KORTRIGHT *and*
SARAH J., *his wife*,
Plaintiffs,
vs.

JASPER H. LIVINGSTON *and* MATILDA,
his wife, HENRY B. LIVINGSTON *and*
VALENTINA, *his wife*, NICHOLAS
CRUGER *and* ELIZA, *his wife*, MAUR-
ICE POWER *and* CATHARINE L., *his*
wife, ALFRED F. DE LUZE *and* MARY
C., *his wife*, JOHN F. KORTRIGHT,
SARAH A. KORTRIGHT, HENRY J.
SEAMAN *and* KATHARINE S., *his wife*,
HENRY J. SEAMAN, JR., ROBERT T.
HOWARD *and* HESTER MARY, *his*
wife, OLIVER POWELL *and* CHAR-
LOTTE, *his wife*, SOLOMON BRUSH
and SUSAN, *his wife*, FREDERICK W.
RENWICK *and* JULIET, *his wife*,
FREELOVE KORTRIGHT, NICHOLAS
KORTRIGHT, JOHN KORTRIGHT *and*
ROBERT KORTRIGHT, *Defendants*.

- 1859—November 4. Complaint in partition filed.
- November 10. Nicholas Cruger and Eliza, his wife, Alfred F. de Luze and Mary C., his wife, John F. Kortright and Sarah A. Kortright appear by Richard E. Mount, Jr.
- November 11. Jasper H. Livingston and Matilda, his wife, Henry B. Livingston and Valentina, his wife, Maurice Power and Catharine L., his wife, appear by William H. Jansen.
- December 13. Order continuing the action against the heirs at law of John L. Kortright.
- December 14. Amended complaint filed.
- December 31. Affidavit of service of summons on Nicholas Kortright, John Kortright and Robert Kortright, infants, and on their mother, Mary Kortright.
- December 31. Richard E. Mount, Jr., appointed guardian *ad litem* of Nicholas Kortright, John Kortright and Robert Kortright.
- 1860—January 2. Oliver Powell and Charlotte, his wife, Solomon Brush and Susan, his wife, Frederick W. Renwick and Juliet, his wife, and Freeloove Kortright appear by Richard E. Mount, Jr.
- January 5. Answer of Henry J. Seaman and Katharine S., his wife, Henry J. Seaman, Jr., Robert T. Howard and Hester Mary, his wife, filed; James W. White, attorney.
- January 5. Answer of infant defendants filed.
- January 5. Order of reference to Dayton Hobart, on title, &c.
- March 10. Report on title filed.

- March 10. Judgment of sale entered.
- May 22. Referee's report of sale filed and confirmed.
- May 22. Ordered, on consent of all solicitors and of guardian *ad litem*, that the amended summons (the order of 13th December not containing a direction that the summons be amended) "be issued and filed *nunc pro tunc* as of the 15 December, 1859, with the same force and effect as if the same had been issued and filed on that day by virtue of an order of this Court."
- 1861—February 20. Order entered amending complaint, report of referee and judgment by substituting the word "North" for "South" in one of the courses in the description of the tract in question.
- 1865—February 24. Summons and supplemental complaint filed, averring that lots 31 and 22½ on page 10, 1½ on page 14, 1, 2, 3, 4, 5, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21 and 22 on page 15, were not taken by the several purchasers who bid thereat the same off at the sale, but were, by agreement between the several parties to this action, held on joint account and for the common benefit of all; that the small gore on the West side of Second Avenue was not sold, that Sarah A. Kortright married John Makin on April, 1864; that Henry J. Seaman died in year 1861 or 1862, and that Susan Brush died on 1 May, 1861, in

testate, leaving her surviving her husband, Solomon Brush, and four children, viz. : Sarah Emma Powell, John K. Powell, Charlotte Brush and Charles Brush.

February 24. Jasper H. Livingston and wife, Henry B. Livingston and wife, and Maurice Power and wife appear by. William H. Jansen.

May 4. Nicholas Cruger and wife, Alfred F. D. Luze and wife, John F. Kortright and wife, John Makin and Sarah A., his wife, Katharine S. Seaman, Henry J. Seaman, Jr., Robert T. Howard and wife, Oliver Powell and wife, Frederick W. Renwick and wife and Freelope Kortright appear by Richard E. Mount, Jr.

May 18. Order entered, appointing Richard E. Mount, Jr., guardian *ad litem* of Sarah Emma Powell, John K. Powell, Charlotte Brush and Charles Brush.

September 1. Order of reference to Dayton Hobart on title, facts, necessity of sale, &c.

September 2. Answer of infant defendants filed.

1866—January 4. Referee's report filed.

January 4. Judgment of sale entered.

April 3. Report of sale filed.

1867—March 15. Order directing a conveyance of the gore on the West side of Second Avenue to James W. Beekman on payment of \$100.

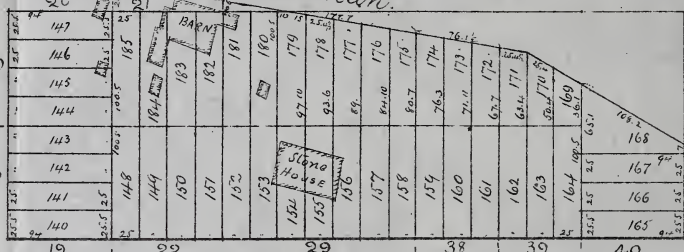
The following table shows the names of the purchasers of the respective lots, as given in the Referee reports of sale, and the liber and page of the conveyance to them :

LOT NUMBERS.	MAP ON PAGE.	PURCHASER.	RECORD OF DEED.
24, 25, 26, 27, 28 and 29.....	10	Isaac Geery	812 Cons. 431
30.....	"	James Curley	810 Cons. 323
31 and 22½.....	"	Benjamin T. Sealy.....	Not taken.
32 and 22½ to 38 and 15½.....	"	John H. Power.....	811 Cons. 561
39, 40, 41, 42, 43, 44, 45, 46, 47, 48	"	William Ryer.....	808 Cons. 665
49.....	"	John F. Bahmfalk.....	814 Cons. 227
50.....	"	William Ryer.....	808 Cons. 665
51.....	"	William H. Beekman.....	824 Cons. 579
4, 4½, 5.....	11	Anson Livingston.....	855 Cons. 64
6, 7, 8, 9, 10, 11, 12, 13.....	"	William Ryer.....	808 Cons. 665
14, 39½.....	"	Thomas F. Jeremiah.....	815 Cons. 205
15, 16, 17, 38½, 37½, 36½, 18, 35½, 19, 34½, 20, 33½.....	"	Anson Livingston; assigned to } John H. Power.....	829 Cons. 106
21, 32½.....	"	John M. Harlow.....	821 Cons. 173
22, 31½.....	"	Anson Livingston.....	829 Cons. 106
23, 24, 25, 26, 27, 28.....	"	Terence Farley.....	814 Cons. 317
40, 41, 42, 43, 44.....	"	William Ryer.....	808 Cons. 665
45.....	"	Isaac E. Valentine.....	901 Cons. 276
30½.....	12	James W. Beekman.....	824 Cons. 579
30, 29.....	13	Same.....	Same.
5, 6, 7.....	14	Charles E. Appleby.....	816 Cons. 675
8, 9, 10, 11.....	"	Henry J. Seaman, Jr.....	828 Cons. 317
12, 13, 14, 15.....	"	Maurice C. Hull.....	822 Cons. 58
16, 17, 18, 19.....	"	E. R. Bogardus.....	819 Cons. 239
20, 21.....	"	Nicholas G. Kortright.....	818 Cons. 406
22, 23, 24, 25, 26, 27, 28, 29.....	"	John H. Power.....	811 Cons. 561
30, 31.....	"	Nicholas G. Kortright.....	818 Cons. 406
32.....	"	Anson Livingston.....	855 Cons. 64
35.....	"	Jesse T. Fish.....	799 Cons. 637
36, 37.....	"	G. Palmer.....	812 Cons. 303
38, 39.....	14	M. C. Hull.....	822 Cons. 58
40, 41, 42, 43.....	"	Patrick Treacey.....	814 Cons. 315
44, 45, 46, 47.....	"	Anson Livingston.....	855 Cons. 64
1½.....	"	Richard E. Mount, Jr.....	Not taken.
2, 3, 4, 50, 49, 48.....	"	Roger Sullivan.....	821 Cons. 174
1.....	15	Benjamin T. Sealey.....	Not taken.
2, 3, 4.....	"	Richard E. Mount, Jr.....	Not taken.
50.....	"	Alfred P. Arnold.....	799 Cons. 617
5.....	"	Nicholas G. Kortright.....	Not taken.
6, 7, 8.....	"	Harrison Browne, Leander Stone	818 Cons. 212
9.....	"	Henry J. Seaman, Jr.....	Not taken.
10, 11.....	"	Nicholas G. Kortright.....	Not taken.
12.....	"	Richard E. Mount, Jr.....	Not taken.
13.....	"	Catharine Payne.....	Not taken.
14.....	"	Nicholas G. Kortright.....	Not taken.
15, 16, 17, 18, 19, 20, 21.....	"	Henry J. Seaman, Jr.....	Not taken.
22.....	"	Richard E. Mount, Jr.....	Not taken.
1½.....	14	Isaac E. Valentine.....	1006 Cons. 249
1, 2, 3, 4.....	15	Same.....	1006 Cons. 249
5, 18, 19, 20, 21.....	"	William A. Juch.....	968 Cons. 523
9, 10, 11, 12, 14, 15, 16, 17.....	"	Michael Mahony.....	959 Cons. 575
22.....	"	Terence Farley.....	968 Cons. 429
31, 22½.....	10	Joseph McGuire.....	968 Cons. 431

Notes on the Catherine Livingston Tract.

Land

of Thomas Buchanan STREET.



THE GEORGE YOULE TRACT.

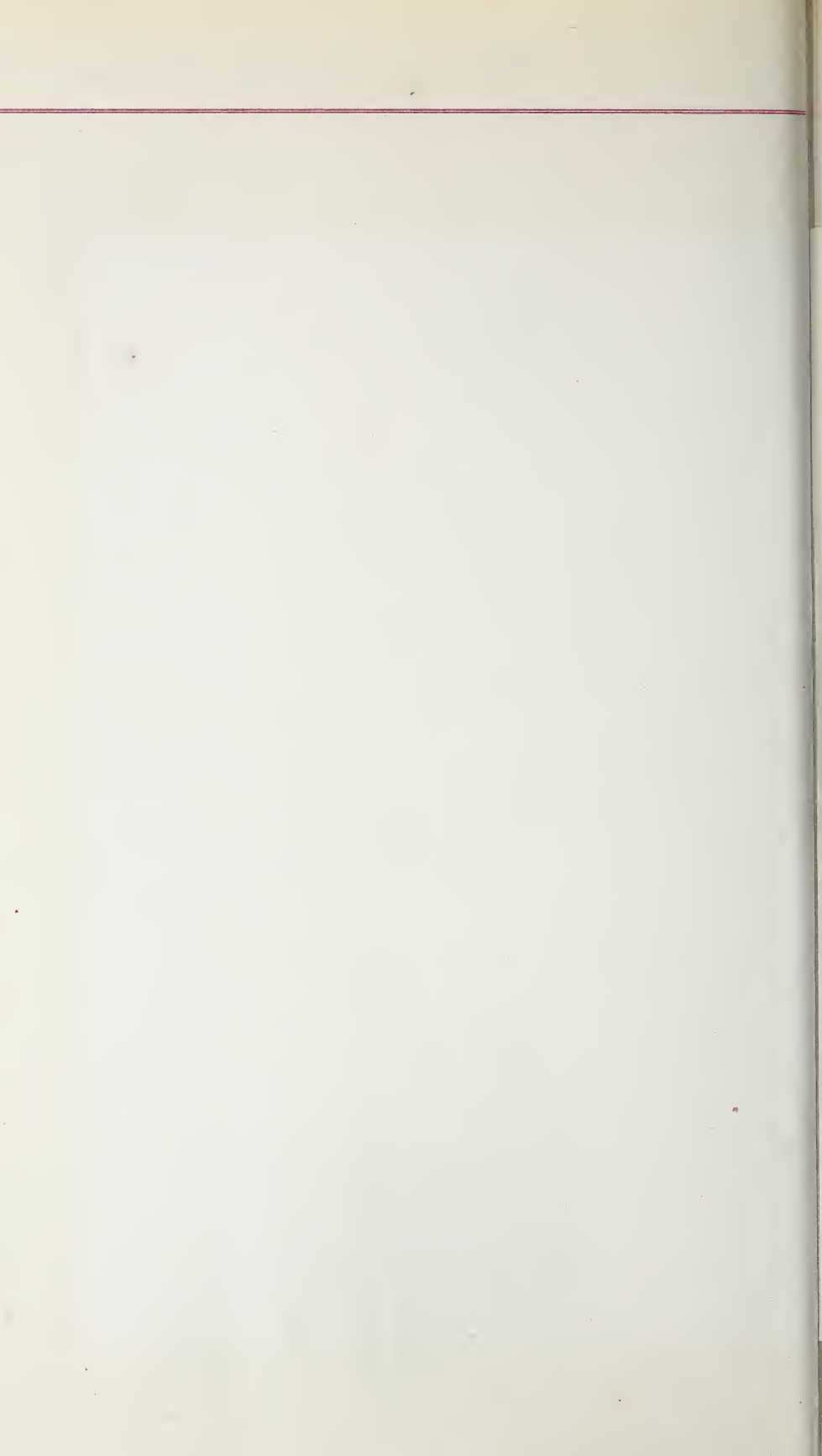
This tract is also included in the Patent to David Duffore, set forth at large in Abstract of the Catharine Livingston Tract, and was conveyed by a descendant of the patentee to David Deffore, Jun., who gave a mortgage back, which is recorded in Liber 1 Mortgages, 431, and which is still open of record.

MORTGAGE.

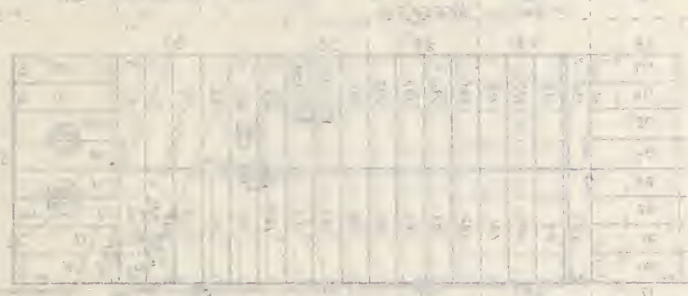
DAVID DEVORE
to
JOHN BROVOORT.

TO SECURE £300.
Dated 4th May, 1770.
Ack. 4th May, 1770.
Reg. 4th May, 1770.
2 Mortgages, 4c8.

COVERS all that certain Messuage and Tenement and piece and parcel of Land, whereon John Brovoort now lives, situate, lying and being in the outward of the City of New York, bounded Southeasterly by the East River, Northeasterly by the Land that the said David Devore lately sold to Timothy Hurst, Northwesterly by the Highway or Post Road that leads to Kingsbridge, and Southwesterly by Land formerly sold by the said David Devore to Mr. Cornelius Clopper. Containing about ten or eleven Acres, be the same more or less, within the Bounds aforesaid.



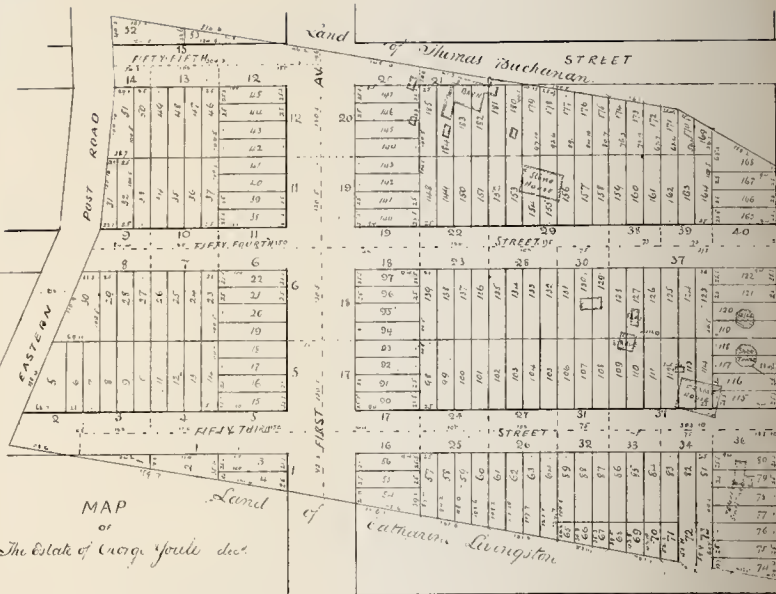
THE



2000

MAP
of
The Estate of George Forde dec.

FIFTY SECOND



STREET.

THE GEORGE YOULE TRACT.

This tract is also included in the Patent to David Duffore, set forth at large in Abstract of the Catharine Livingston Tract, and was conveyed by a descendant of the patentee to David Deffore, Jun., who gave a mortgage back, which is recorded in Liber 1 Mortgages, 431, and which is still open of record.

MORTGAGE.

DAVID DEVORE
to
JOHN BROVOORT.

TO SECURE £300.
Dated 4th May, 1770.
Ack. 4th May, 1770.
Reg. 4th May, 1770.
2 Mortgages, 4^c 8.

COVERS all that certain Messuage and Tenement and piece and parcel of Land, whereon John Brovoort now lives, situate, lying and being in the outward of the City of New York, bounded Southeasterly by the East River, Northeasterly by the Land that the said David Devore lately sold to Timothy Hurst, Northwesterly by the Highway or Post Road that leads to Kingsbridge, and Southwesterly by Land formerly sold by the said David Devore to Mr. Cornelius Clopper. Containing about ten or eleven Acres, be the same more or less, within the Bounds aforesaid.

Last Will and Testament
of
DAVID DEVORE.

} Dated 30th May, 1780.
Proved 12th June, 1780.
32 Wills, 260.

After certain legacies and a bequest of an annuity of £25 to his wife Maritie, in lieu of dower, he provides as follows: "I leave, devise and bequeath all the rest, residue and remainder of my real and personal estate, of what kind or nature soever and wheresoever, that I shall be seised, possessed of or entitled unto at the time of my decease, unto my said daughter Ann Devore, to hold the same, to her, her heirs, executors, administrators and assigns forever." He provides for certain remainders over in case said Ann Devore should die, before she attains the age of 18 years, unmarried and without issue.

On 29. May, 1788, Ann Devore, the above-named devisee, intermarried with Abraham Brevoort. She, having survived her first husband, afterwards, in 1795, intermarried with Jacob Odell.

DEED.

JACOB ODELL *and*
ANNE, *his wife,*
to
MARTIN HOFFMAN.

} Dated 18th Sept., 1795.
Ack. 19th Dec., 1795.
Rec. 4th Nov., 1796.
55 Conveyances, 115.
Consideration, £2,675.

CONVEYS all that certain piece or parcel of land in the outward of the City of New York, on the road to Kingsbridge, between the 4 and 5 mile-stones, and which formerly was the property of David Devore, deceased, bounded as follows: Northeasterly by the land of Thomas Buchannan, Southeasterly by the waters of the East River, Southwesterly by the land of

Cornelius Clopper, and Northwesterly by the said Kingsbridge Road. Containing fourteen acres of land, more or less.

Reserving for the land on the Northwest side of said high road, belonging to said Jacob Odell and Anne Odell, for their joint lives and the life of the survivor of them, and for the life of Henry Brevoort, the privilege of the use of the landing on the hereby granted premises, with the necessary ingress, egress and regress, and subject also to the claim of Cornelius Clopper to the right of using said landing, if any claim he has.

MORTGAGE.

<hr/> MARTIN HOFFMAN <i>and</i> MARY, <i>his wife</i> , <i>to</i> ROBERT LENOX, JOSHUA WAD- DINGTON <i>and</i> WILLIAM OG- DEN. <hr/>	<hr/> To SECURE \$30,000. Dated 7th Jan., 1808. Ack. 11th Jan., 1808. Rec. 11th Jan., 1808. 79 Conveyances, 128. Reg. 13th Feb., 1811. 25 Mortgages, 481.
---	---

COVERS, with other property, the farm in question.

MORTGAGE.

<hr/> SAME <i>to</i> THE UNITED INSURANCE COM- PANY. <hr/>	<hr/> To SECURE \$8,000. Dated 15th Jan., 1811. Ack. 23d Jan., 1811. Reg. 24th Jan., 1811. 25 Mortgages, 401.
--	---

COVERS farm in question. This mortgage was discharged of record on 6 May, 1811.

DEED.

<div>SAME</div> <div>to</div> <div>RICHARD D. ARDEN.</div>	<div>Dated 29th Mar., 1811.</div> <div>Ack. 29th March, 1811.</div> <div>Rec. 1st April, 1811.</div> <div>92 Conveyances, 15.</div> <div>Consideration, \$18,000.</div>
--	---

CONVEYS farm in question by same description and with same reservation, subject to last above mortgage.

<div>ROBERT LENOX, JOSHUA WAD- DINGTON <i>and</i> WILLIAM OG- DEN</div> <div>to</div> <div>RICHARD D. ARDEN.</div>	<div>RELEASE.</div> <div>Dated 30th Mar., 1811.</div> <div>Ack. 30th March, 1811.</div> <div>Rec. 1st April, 1811.</div> <div>92 Conveyances, 17.</div> <div>Consideration, \$1.00.</div>
--	---

RELEASES farm from lien of first above mortgage.

<div>RICHARD D. ARDEN</div> <div>to</div> <div>FREDERICK BABCOCK.</div>	<div>DEED OF TRUST.</div> <div>Dated 31st Oct., 1817.</div> <div>Ack. 3d Nov., 1817.</div> <div>Rec. 28th Nov., 1817.</div> <div>123 Conveyances, 451.</div> <div>Consideration, \$5,000.</div>
---	---

CONVEYS, with other property, same tract by the same description. Habendum upon the express trust and confidence to convey, assure, order and dispose of the same to such person or persons, and to and for such uses, intents and purposes and in such manner as Jane Arden, wife of Richard D. Arden, notwithstanding her coverture, and as if she were a *feme sole*, should

by any act or acts, deed or deeds, in writing purporting to be so, direct, limit and appoint, and in default of such limitation, appointment or direction, then upon trust for the heirs of the said Jane Arden; and upon the further trust to allow the said Jane Arden to receive the rents and profits in all respects as if she were a *feme sole*.

JANE ARDEN

to

FREDERICK BABCOCK.

APPOINTMENT.

Dated 31st Dec., 1817.

Ack. 2d Jan., 1818.

Rec. 2d Jan., 1818.

125 Conveyances, 64.

RECITES preceding deed, and directs that said Frederick Babcock, by good and sufficient deed in the law, re-convey to Richard D. Arden, his heirs and assigns, the premises described in the preceding deed.

DEED.

FREDERICK BABCOCK

to

RICHARD D. ARDEN.

Dated 2d Jan., 1818.

Ack. 2d Jan., 1818.

Rec. 2d Jan., 1818.

125 Conveyances, 72.

Consideration, \$5.00.

RECITES above-mentioned deed of trust, and the appointment made thereunder to said Richard D. Arden, and conveys same tract by same description. See the acknowledgment of the above deed.

DEED.

RICHARD D. ARDEN *and*
JANE, *his wife,*

to

THOMAS ELLISON.

Dated 2d Jan., 1818.

Ack. 2d Jan., 1818.

Rec. 2d Jan., 1818.

125 Conveyances, 69.

Consideration, \$25,000.

CONVEYS same tract by same description.

Thomas Ellison, the above-named grantee, died on 3 August, 1820, intestate, leaving him surviving his widow (since deceased) and nine children, his only heirs-at-law—

1. Mary Jane, wife of Thomas I. Delancey.
2. Eliza Ann Ellison.
3. John Ellison.
4. Henrietta Ellison.
5. Caroline Matilda Ellison.
6. Emily Ellison.
7. William Ellison.
8. Thomas Ellison.
9. Charlotte Amelia Ellison.

All the above-named children, with the exception of Mrs. Mary Jane Delancey, were infants.

DEED.

THOMAS I. DELANCEY *and*
 MARY JANE, *his wife,*
to
 EZBON SLOSSON.

Dated 12th Mar., 1821.
 Ack. 13th Mar., 1821.
 Rec. 7th April, 1821.
 150 Conveyances, 175.
 Consideration, \$25,000.

CONVEYS all and singular the real estate, lands, tenements, hereditaments and premises, of every kind and description whatsoever, and wheresoever the same may be situated, lying and being, which, upon the death of Thomas Ellison, late of New Windsor, of the County of Orange and State aforesaid, gentleman, now deceased (the father of the said Mary Jane Delancey), descended to and became vested in the said Mary Jane Delancey, as one of the children and heirs-at-law of the said Thomas Ellison, deceased.

DEED.

EZBON SLOSSON

to

THOMAS I. DELANCEY.

Dated 13th Mar., 1821.

Ack. 13th Mar., 1821.

Rec. 7th April, 1821.

150 Conveyances, 177.

Consideration, \$25,000.

CONVEYS same premises by same description.

Thomas Ellison, on 15 June, 1819, entered into an agreement to sell and convey the tract in question to George Youle, as soon as the title to the same was free from the lien of a judgment recovered by Daniel Sullivan and Isaac F. Roe against Richard D. Arden. This judgment was afterwards satisfied of record and a release given, which was recorded in Liber 153 Conveyances, page 461. There was also another judgment recovered against Richard D. Arden by Thomas Arden, from which also the premises were released by release recorded in Liber 153 Conveyances, page 408.

On 7th March, 1821, the above-named Thomas I. Delancey was appointed guardian of the infant children of said Thomas Ellison, by order of the Court of Chancery. A petition was presented to the Chancellor, on the part of the said infants, by the said Delancey, praying a specific performance of the agreement of sale entered into by their father, Thomas Ellison; and on 23 April, 1821, an order was entered upon said petition and the report of John Towt, Esq., Master in Chancery, directing that the said infants execute, by their guardian, a good and sufficient deed of said premises, under the direction of one of the masters of that court, for the consideration of \$17,000. On the 25 June, 1821, the above order was amended so as to direct a conveyance of eight-ninths only of said farm (that being the proportion vested in said infants) for the consideration of \$15,111.12, which was eight-ninths of the purchase money to be paid for the whole farm.

ELIZA ANN ELLISON, JOHN ELLISON, HENRIETTA ELLISON, CAROLINE MATILDA ELLISON, EMILY ELLISON, WILLIAM ELLISON, THOMAS ELLISON and CHARLOTTE AMELIA ELLISON, *children and heirs-at-law of* THOMAS ELLISON, *by* THOMAS I. DELANCEY, *their guardian,*

to

GEORGE YOULE.

DEED.

Dated 14th July, 1821.
Ack. 16th July, 1821.
Rec. 26th July, 1821.
153 Conveyances, 454.
Considerat'n, \$15,111.12

RECITES the orders of the court of chancery above set forth, and conveys all that the full, equal and undivided eight ninth parts (the whole into nine equal parts to be divided) of said farm in question by same description as preceding deed to Thomas Ellison.

Endorsed on the above deed and recorded therewith is a certificate of John Towt, Esq., Master in Chancery, certifying that he approves of the form and execution of the said deed, which certificate is dated 14 July, 1831.

DEED.

THOMAS I. DELANCEY *and*
MARY JANE, *his wife,*

to

GEORGE YOULE.

Dated 14th July, 1831.
Ack. 16th July, 1831.
Rec. 26th July, 1831.
153 Conveyances, 449.
Consideration, \$1,888.88

CONVEYS all that one full, equal and undivided ninth part (the whole into nine equal parts to be divided) of and in the farm in question by same description.

George Youle died intestate on 20 September, 1828, leaving him surviving as his only heirs-at-law :

1. Mary, then wife of Samuel F. Halsey.
2. Augusta A. Youle.
3. Euretta, afterwards wife of Samuel F. Halsey.
4. Eleanor, afterwards wife of Augustus Van Amringe, and
5. Josephine Youle, his children, and
6. George Youle, Jr., his grandson by a deceased son.

Mary Halsey, one of said children, died on 19 January, 1830, intestate, leaving her surviving Samuel F. Halsey, her husband, and the following children :

1. Josephine Halsey.
2. Mary Halsey.
3. Samuel Halsey.

Josephine Youle, another of said children of George Youle, died intestate and unmarried.

SAMUEL F. HALSEY *and*
 EURETTA YOULE
with
 WILLIAM SILLIMAN.

MARRIAGE CONTRACT.
 Dated 21st Feb., 1831.

AGREES that the said Euretta shall hold her real and personal estate free from control of her intended husband, Samuel F. Halsey, as her separate property, and shall receive personally the rents and profits thereof.

AUGUSTUS VAN AMRINGE *and*
 ELEANOR YOULE
with
 WILLIAM SILLIMAN.

MARRIAGE CONTRACT.
 Dated 27th Mar., 1830.

AGREES that the said Eleanor shall hold her real and personal estate as her sole and separate property, free from the control of her intended husband, Augustus Van Amringe, and for such uses as she may appoint by will, with full power of substituting a new trustee in the place of William Silliman.

On 9th December, 1831, William F. Van Amringe was substituted as trustee in the place of William Silliman, by instrument executed by Eleanor Van Amringe, attested by three witnesses, and duly acknowledged.

IN CHANCERY. *Before Vice-Chancellor.*

WILLIAM F. VAN AMRINGE, AUGUSTUS VAN AMRINGE *and* ELEANOR, *his wife,*
agst.

AUGUSTA A. YOULE, SAMUEL F. HALSEY *and* EURETTA, *his wife,* GEORGE YOULE, JR., MARY HALSEY, SAMUEL HALSEY, THE EAGLE FIRE COMPANY, *of New York, and* WILLIAM SILLIMAN.

1834—February 7. Bill of partition filed.

February 18. Order that Charles Graham, Jr., be appointed guardian *ad litem* of Mary Halsey and Samuel F. Halsey, Jr.

February 12. The Eagle Fire Company served with subpœna.

February 14. Augusta A. Youle served with subpœna.

March 14. Order that Silvanus Miller be appointed guardian *ad litem* of George Youle, Jr., an infant under 14, on petition of Silvanus Miller, his grandfather.

- 1834—March 26. Bond of \$1,000 filed.
- April 14. Answer of Mary Halsey and Samuel F. Halsey, infants, filed.
- April 24. Answer of Samuel F. Halsey and Euretta, his wife, filed.
- April 24. Order *pro confesso* against Augusta A. Youle, on default of appearance, and against the Eagle Fire Company, on consent of John Boyd, their solicitor.
- June 18. Answer of William Silliman filed.
- June 25. Order of reference to Samuel Cowdrey on title, etc.
- October 31. Referee's report on title filed.
- 1835—January 12. Master's report on liens filed.
- January 12. Decree of sale entered.
- March 25. Report of sale filed.
- May 4. Decree enrolled.
- December 11. Report of distribution filed.

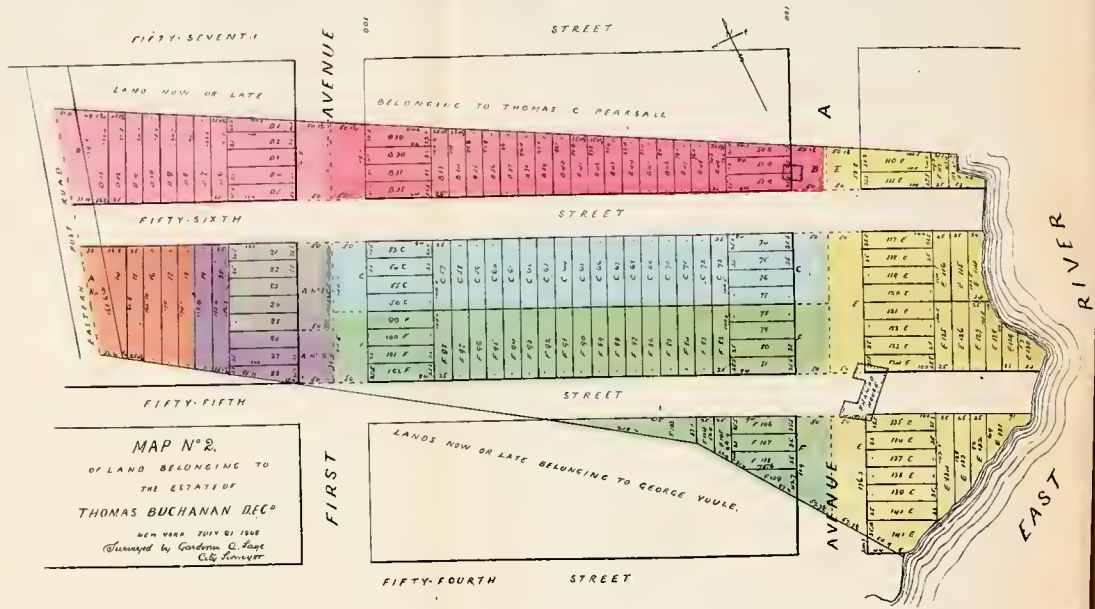
The following is a list of the purchasers at the sale, as given in the report of sale, with the record of the Master's deed to them :

PARCEL.	LOT NUMBERS.	PURCHASER.	RECORD OF DEED.
1.....	1 to 4	John T. Gilchrist.....	332 Cons. 469
2.....	5, 6	Peter P. Lyon and Eliakim L. Bolles...	334 Cons. 53
3.....	7 to 10	Same.....	334 Cons. 55
4.....	11 to 14	Simeon Baldwin.....	335 Cons. 80
5.....	15 to 18	Same.....	335 Cons. 81
6.....	19 to 22	Orlando Harriman.....	328 Cons. 605
7.....	23 to 26	Same.....	328 Cons. 607
8.....	27 to 30	Henry U. Slipper.....	334 Cons. 47
9.....	31 to 33	Samuel B. Ruggles.....	328 Cons. 598
10 and 11.....	34 to 41	Euretta Halsey.....	.....
12.....	42 to 45	George Youle, Jr.....	334 Cons. 79
13.....	46 to 49	Timothy B. Redmond.....	370 Cons. 397
14.....	50, 51	Samuel B. Ruggles.....	328 Cons. 600
15.....	52, 53	Richard F. Carman.....	334 Cons. 49
16.....	54 to 56	Isaac M. Woolley.....	338 Cons. 50

PARCEL.	LOT NUMBERS.	PURCHASER.	RECORD OF DEED.
17-----	90 to 93	John T. Gilchrist.....	336 Cons. 111
18-----	94 to 97	Same.....	336 Cons. 113
19-----	140 to 143	Thomas L. Wells.....	336 Cons. 115
20-----	144 to 147	Isaac M. Woolley.....	338 Cons. 48
21-----	182 to 185	George C. Thomas.....	332 Cons. 310
22-----	148 to 151	Same.....	Same.
23-----	130 to 139	Robert Dyson.....	332 Cons. 412
24-----	98 to 101	Joseph F. Darling.....	331 Cons. 277
25 and 26---	57 to 64	Anson G. Phelps.....	336 Cons. 47
27-----	102 to 105	John T. Gilchrist.....	332 Cons. 471
28-----	132 to 135	Samuel F. Halsey & Jas. McCullough..	334 Cons. 67
29-----	152 to 158, 175 to 181	Samuel Oakley.....	334 Cons. 84
30-----	129 to 131	Charles Stebbins.....	334 Cons. 167
31-----	106 to 108	Same.....	334 Cons. 165
32 to 36-----	68 to 86	Anson G. Phelps.....	336 Cons. 47
37-----	109 to 128	Samuel F. Halsey & Jas. McCullough..	334 Cons. 65
38 to 40-----	159 to 174, 186	Same.....	334 Cons. 69

Notes on the George Youle Tract.

Copied from Map in Case No 161 N.Y. Registers office



THE THOMAS BUCHANAN TRACT.

This is included in the following patent :

PATENT.

SIR EDMUND ANDROS,
Governor, etc.,
to
DAVID DUFFORE.

} Dated 9th Oct., 1677.
Recorded in Secretary
of State's Office at
Albany.
4 Patents, 127.

“Whereas there is a certayne piece of land upon this Island Manhattans, ye which, by vertue of my warrant, hath been layd out for David Duffore, being in breadth by ye water side eighty rodd, being bounded to ye Northeast by ye land of John Danielson, ranging Northwest into ye commons, and to ye Southwest by ye land of Gabriell Curtesee. Containing in all sixty acres, as by ye return of ye survey may and doth appear.”

CONVEYS said premises to the patentee, reserving a quit rent “of one bushell of good winter wheat, to be paid at New York.”

DAVID DEFFORE <i>and</i> JANE, <i>his wife</i> , <i>to</i> DAVID DEFFORE, JUN.	DEED. Dated 7th May, 1760. Not Recorded.
---	--

CONVEYS same premises.

	MORTGAGE.
DAVID DEFFORE, JUN., <i>and</i> MARY, <i>his wife</i> , <i>to</i> DAVID DEFFORE.	TO SECURE £24. Dated 7th May, 1760. Proved 22d June, 1764. Rec. 22d June, 1764. 1 Mortgages, 431.

COVERS same premises.

The Northerly boundary of this tract, which is given in the partition map at the head of this abstract, is not exactly identical with the true Northerly line of the Duffore Patent. The line of this patent runs here South of that line, as indicated by the dotted line on the map of the patents, ante page 119.

	LEASE.
DAVID DEVORE <i>to</i> TIMOTHY HURST.	Dated 17th Aug., 1767. Ack. 19th Mar., 1768. Rec. 2d Aug., 1784. 41 Conveyances, 374. Considerat'n, 5 shillings.

DEMISES all that certain piece or parcel of land, situate, lying and being in the outward of the City of New York, on the east side of the Post Road or public highway, bounded and described as follows: Beginning at a black walnut tree,

and running from thence South twenty-six degrees and an half degree, East four chains and seventy links; then North eighty-one degrees and an half degree, East four chains to the River; then along the river North thirty-eight degrees, East one chain and seventy-two links; then North thirty-four degrees thirty minutes, West ninety links; then North thirty-five degrees thirty minutes, East two chains and thirty links; then North forty degrees, West forty-four links; then North twenty one degrees, East forty-eight links to the land belonging to John Provoost, Esq.; then along the land of the said John Provoost Northwest eighteen chains and eighty links to the Post Road or public highway; then along the said road or highway South twenty-three degrees thirty minutes, West six chains and twenty-five links; then South forty-six degrees, East twelve chains and sixty-seven links to the place of beginning. Containing twelve acres two rodds and four perches. Bounded Northwesterly by the road or highway, Northeasterly by the land of John Provoost, South-easterly by the River, and Southwesterly by land belonging to the said David Devore. Habendum for one year.

RELEASE.

DAVID DEVORE *and*
MARITIE, *his wife*,
to
TIMOTHY HURST.

Dated 18th Aug., 1767.
Ack. 19th March, 1768.
Rec. 2d Aug., 1768.
41 Conveyances, 376.
Consideration, £1,002.

RELEASES same premises by substantially the same description.

DEED.

TIMOTHY HURST *and*
MARY, *his wife*,
to
ROBERT SMYTH.

Dated 9th May, 1777.
Ack. { 9th May, 1777.
 { 20th Aug., 1784.
Rec. 21st Aug., 1784.
41 Conveyances, 456.
Consideration, £2,200.

CONVEYS same premises by substantially the same description adding the words, "or running and bounding, as the same is now in fence."

DEED.

ROBERT SMYTH	}	Dated 3d Aug., 1784.
<i>to</i>		Ack. 3d Aug., 1784.
THOMAS BUCHANAN.		Rec. 13th Aug., 1784.
		41 Conveyances, 396. Consideration, £2,200.

CONVEYS same premises by substantially same description.

Thomas Buchanan died, seised of said tract, on 18 November, 1815, intestate, leaving him surviving Almy Buchanan, his widow, and the following children, as his only heirs-at-law :

1. Jean Buchanan.
2. Almy, wife of Peter P. Goelet.
3. Margaret, wife of Robert Ratsey Goelet.
4. Martha Hicks, wife of Thomas Hicks.
5. Hannah Buchanan.
6. George Buchanan.
7. Eliza, wife of Samuel Gilford, Jr.
8. Frances, wife of Thomas C. Pearsall.

George Buchanan, one of said children, died on 27 March 1823, intestate, unmarried and without issue.

Hannah Buchanan died on 13 July, 1825, intestate and without issue.

Robert Ratsey Goelet died on 27 January, 1824.

TRUST DEED.

SAMUEL GILFORD, JR.	}	Dated 27th Jan., 1827
<i>to</i>		Ack. 8th Feb., 1827.
JEAN BUCHANAN.		Rec. 10th Feb., 1827.
		214 Conveyances, 317. Consideration, \$18,000.

CONVEYS, with other property, all his right, title and interes

of, in and to the one equal undivided sixth part or share of and in the same premises by the same description, and also all such estate and interest in all the said properties to which the said Eliza is entitled as a co-heiress, as aforesaid, by the death of a brother and sister, namely, George Buchanan and Hannah Buchanan. In trust to collect and receive the rents then due and to accrue therefrom, and to apply the same to the use of the said Eliza Gilford, during the term of her natural life, without being under the control or management of her husband.

Martha Hicks died on 23d September, 1844, leaving three children her surviving, namely, Almy Townsend Hicks, Charlotte Brevoort Hicks, and Margaret Louisa Winthrop, wife of Henry R. Winthrop.

Last Will and Testament
of
 MARTHA HICKS.

} Dated 23d July, 1836.
 } Proved 1st Nov., 1844.
 } 90 Wills, 279.

After bequeathing certain legacies the testatrix provides as follows: "All the rest, residue and remainder of my estate, real and personal, I give and devise to my three daughters, Almy Townsend, Charlotte Brevoort, and Margaret Louisa, as tenants in common, in equal shares, to have and to hold to them and to their heirs, executors, administrators and assigns, to their own use forever. And inasmuch as I have observed great inconveniences to arise for want of marriage settlements, and am desirous that my daughters should adopt such useful precaution, I take this opportunity to impress upon them the necessity of so doing, preferring this to the attempt upon my part to fetter the estates given to them by limitations which may prove embarrassing. But in order to secure to any of my daughters who may be married at my decease the opportunity

of securing to herself such settlement, notwithstanding her previous marriage, I do expressly authorize my executor, within one year after the probate of this will, to convey and appoint, by such legal instruments as he may be advised will accomplish the purpose, the third part of my residuary estate, or any part thereof, to the sole and separate use of the daughter (to whom such third is devised as above), for her life and to her sole and separate use, with such powers of leasing, of sale, for the changing of the form of the property, of appointment by her will, and with such remainders as he may approve, and for these purposes to create any lawful trusts, powers, conditions and future estates as may be deemed proper. Provided such settlement and power hereby given to my executor be executed with the concurrence of the daughter in relation to whose share such power shall be exercised. And this authority is to apply in like manner to the share of each of my daughters in my residuary estate, if she shall be in the marriage state at my decease." She appoints Cornelius W. Laurence her executor.

SUPREME COURT. *In Equity.*

MARGARET GOELET

vs.

JEAN BUCHANAN, ALMY GOELET, SAMUEL GILFORD, JR., *and* ELIZA GILFORD, *his wife*, FRANCES PEARSALL, ALMY TOWNSEND HICKS, CHARLOTTE BREVOORT HICKS, HENRY R. WINTHROP *and* MARGARET LOUISA, *his wife*.

1847—June
July

12. Complaint in partition filed.

8. Samuel Gilford, Jr., and Eliza, his wife, appear by Thomas B. Gilford; and Jean Buchanan, Almy Townsend

Hicks, Charlotte Brevoort Hicks,
Henry R. Winthrop and Margaret
Louisa Winthrop appear by Winthrop
and Johnson.

August 21. Order *pro confesso* against Almy Goelet
and Frances Pearsall on consent of C.
J. De Witt, their solicitor, and against
Jean Buchanan, Almy Townsend
Hicks, Charlotte Brevoort Hicks,
Henry R. Winthrop and Margaret
Louisa Winthrop, upon affidavit of no
answer, and also against Samuel Gil-
ford, Jr., and Eliza, his wife, upon
affidavit of no answer.

September 6. Order of reference to Isaac V. Fowler
on title, etc.

November 10. Referee's report filed.

November 10. Decree entered directing Commissioners
to partition.

1848—May 6. Almy Goelet died, leaving a will as follows :

Last Will and Testament
of
ALMY GOELET.

} Dated 15th July, 1833.
} Proved 19th June, 1848.
} 96 Wills, 1.

“ 1st. I give all my furniture and wearing apparel to my
daughters, Jean Buchanan Goelet and Hannah Green Gerry.
2d. I give all the rest, residue and remainder of my estate, real
and personal, whatsoever and wheresoever, as well that which
I now have as that which I may hereafter acquire and die pos-
sessed of, unto my children, Peter Goelet, Robert Goelet, Jean
Buchanan Goelet and Hannah Green Gerry, and to their execu-

tors, administrators, heirs and assigns forever, share and share alike. 3d. I constitute and appoint my sons, Peter Goelet and Robert Goelet, executors of this my last will and testament, and I do hereby order and direct, authorize and empower my said executors and the survivor of them to sell by public auction or private contract all my real estate, as well that which I now have as that which I may hereafter acquire and die possessed of, at such time and times and upon such terms as they or the survivor of them shall deem proper, and to divide the proceeds amongst my children, as above given."

Letters testamentary were granted to Peter Goelet on 20th June, 1848. See Liber 8 Letters Testamentary, page 21.

SUPREME COURT. *In Equity.*

MARGARET GOELET

vs.

JEAN BUCHANAN, SAMUEL GILFORD, JR., and ELIZA, *his wife*, FRANCES PEARSALL, ALMY TOWNSEND HICKS, CHARLOTTE BREVOORT HICKS, HENRY R. WINTHROP and MARGARET LOUISA, *his wife*, PETER GOELET, *executor of the last will and testament of ALMY GOELET, deceased*, PETER GOELET, ROBERT GOELET and SARAH, *his wife*, JEAN BUCHANAN GOELET and HANNAH GREEN GERRY.

- | | |
|-----------|---|
| 1848—July | 3. Bill of revivor filed setting up death and will of Almy Goelet. |
| July | 14. Answer of Peter Goelet, executor of Almy Goelet, deceased, Peter Goelet, Robert |

Goelet and Sarah, his wife, Jean Buchanan Goelet and Hannah Greene Gerry, filed.

1848—July 14. Order *pro confesso* against Frances Pearsall, by consent of C. J. De Witt, her solicitor.

July 15. Order *pro confesso*, by consent, against Samuel Gilford, Jr., and Eliza, his wife, Jean Buchanan, Almy Townsend Hicks. Charlotte Brevoort Hicks, Henry R. Winthrop and Margaret Louisa, his wife.

July 17. Order of reference to Isaac V. Fowler on facts stated in bill of revivor, etc.

July 21. Report filed.

July 21. Decree entered, directing a partition.

July 31. Commissioners' report of partition filed.

July 31. Final decree entered confirming report of Commissioners.

August 31. Decree enrolled.

The tract in question was subdivided into lots according to a map made by said Commissioners, designated as map number two. These lots were set apart as follows :

Lots 29 to 52, both inclusive, to Peter Goelet, Robert Goelet, Jean Buchanan Goelet and Hannah Green Gerry, as tenants in common, subject to the power in the executor of Almy Goelet to sell.

Lots 53 to 77, both inclusive, to Frances Pearsall.

Lots 1 to 13, both inclusive, with half of Post Road adjacent, to Margaret Goelet.

Lots 110 to 141, both inclusive, to Jean Buchanan.

Lots 78 to 109, both inclusive, to Eliza Gilford.

Lots 21 to 25, both inclusive, to Margaret Louisa Winthrop.

Lots 19, 20, 26, 27 and 28 to Charlotte Brevoort Hicks.

Lots 14, 15, 16, 17 and 18, to Almy Townsend Hicks.

Notes on the Thomas Buchanan Tract.



Avenue

5 AM

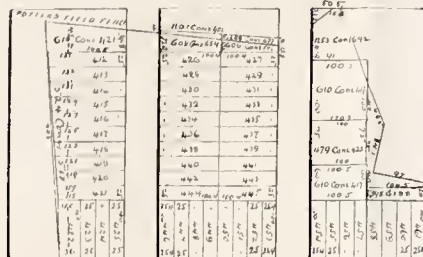
CHINA

000000

TRANS

AVENUE

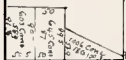
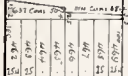
AVENUE



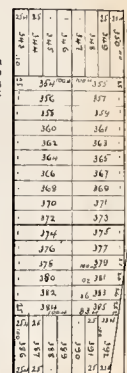
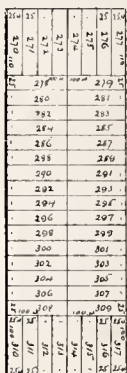
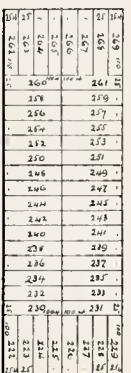
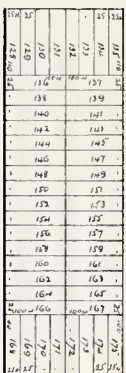
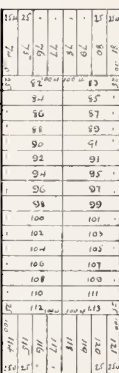
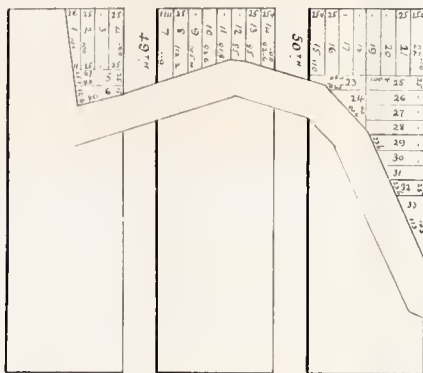
BREVUORT

also given with
Thereon.-
all the portions of
of the 'Common

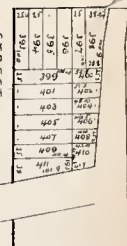
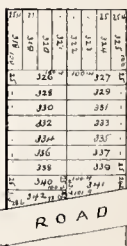
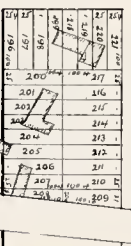
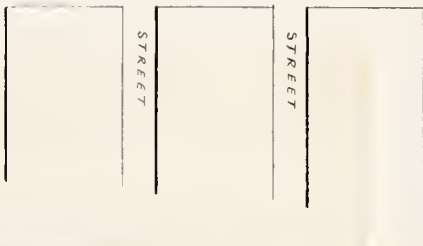
The portions of the tract not shown on said map are the Liber and page of the conveyance of each piece written also Liber 992 Cons. page 386 for general deed to the City of West of the line of the Commons as shown in Sudham's Atlas Lands in the Commissioners Office.



AVENUE



AVENUE



THE BREVOORT AND ODELL TRACT.

Part of this tract is included in the following patent :

PATENT.

SIR EDMUND ANDROS,
Governor, etc.,
to
DAVID DUFFORE.

} Dated 9th Oct., 1677.
} Recorded in Secretary
} of State's Office at
} Albany.
} 4 Patents, 127.

“Whereas there is a certayne piece of land upon this Island Manhattans, ye which, by vertue of my warrant, hath been layd out for David Duffore, being in breadth by ye water side eighty rodd, being bounded to ye Northeast by ye land of John Danielson, ranging Northwest into ye woods one hundred and twenty rodds, being bounded to ye Northwest by ye commons, and to ye Southwest by ye land of Gabriell Curtesee. Containing in all sixty acres, as by ye return of ye survey may and doth appear.”

CONVEYS said premises to the patentee, reserving a quit rent “of one bushell of good winter wheat, to be paid at New York.”

The surname of the family of the patentee was afterwards written variously, Du Four, Deffore, Deffoare, Devore, Devour, Devoure, Devoer, Devoe.

DAVID DEFFORE <i>and</i> JANE, <i>his wife</i> , <i>to</i> DAVID DEFFORE, JUN.	DEED. Dated 7th May, 1760. Not Recorded.
---	--

CONVEYS all that certain Track or Parcell of Lands scituate, Lying and Being in the outward of the City of New York, Butted and Bounded as follows: Lying by the Coale Hill, being in breadth by the Water side Eighty Rod, Bounded to the Northeast By the land formerly of John Dannielson, But now in the Possession of John Provoost, Ranging Northwest into the Woods one Hundred and Twenty rods, Bounded Northwest by the Commons and to the Southwest by the Land formerly of Gabriell Curtosee, but now or late in the Possession of Andries Anderson. Containing in all Sixty Acres.

DAVID DEFFORE, JUN., <i>and</i> MARY, <i>his wife</i> , <i>to</i> DAVID DEFFORE.	MORTGAGE. TO SECURE £24. Dated 7th May, 1760. Proved 22d June, 1764. Reg. 22d June, 1764. 1 Mortgages, 431.
---	--

COVERS same premises by same description.

DAVID DEVOORE, <i>of 1st part</i> , MARITIE DEVOORE, <i>of 2d part</i> , <i>to</i> JACOB VAN WAGANEN, <i>of 3d part</i> .	MORTGAGE. TO SECURE AN ANNUITY OF £25. Dated 17th Mar., 1768. Reg. 18th Mar., 1768. 2 Mortgages, 264.
---	--

RECITES that unhappy differences had arisen between David Devoore and Maritie, his wife, and that an agreement had been entered into for a separation and a relinquishment of dower rights, in consideration of an annuity of £25 to said Maritie Devoore.

CONVEYS to Jacob Van Waganen, as security for the payment of this annuity, All that Peice or Parcel of land situate, lying and being in the outward of the City of New York, on the Westerly side of the Post road or common highway to Kingsbridge, containing in breadth along the said road eighty rods, and is bounded on the Northeastermost side by the Land of Laurence Hardman, on the Westerly or Northwest end by Common Land belonging to the Corporation of the City of New York, and Southwesterly by Land belonging to Elias Anderson.

The patent to David Devoore describes the premises as extending Westwardly from the River 120 rods. This distance is not enough to reach the line of the common lands as given by Goerck. The true Westerly line of this patent is shown on the map of the patents ante page 119.

Another portion of the tract in question was conveyed to David Devoore by Elias Anderson, as appears from the description of said tract given in a mortgage since cancelled of record, made by said David Devoore in October, 1775, and registered in Liber 4 Mortgages, page ~~431~~³²⁷, which description is as follows: "All that certain tract or parcel of land, with the rights, members and appurtenances thereof, situate, lying and being in the outward of the said City, on the Northwest side of the highway leading from New York to Kingsbridge, bounded Southeast by the highway, Northeast by land of Lawrence Hardenburgh, Northwest by common land belonging to the Mayor, Aldermen and Commonalty of the said City, and Southwest by the patented lands of Holmes and Hall, being in

breadth in front and rear one hundred and twenty rods, the same being all the land conveyed by David Devoore, the father of the said David Devoore, party to these presents, and by *one certain Elias Anderson*, to him the said David Devoore, party to these presents."

Part of the tract conveyed by Elias Anderson was probably included in the patent to Gabriell Curtesee, set forth at large in the abstract of the James Beekman tract, ante page 119. The distance of 120 rods given in this patent would not, however, extend as far West as the line of the common lands as given by Goerck. As shown in said abstract, Andries Anderson, the father of said Elias Anderson, was vested with all the land included in said patent. Moreover, the distance between the Northern and Southern boundary of this tract is greater than 120 rods (the distance given in description in Liber 4 Mortgages, page ³²⁷~~431~~, above referred to), which would leave a strip of land also along the Southern portion of this tract, of which there appears no conveyance of record to said David Devoore. Possibly this extension of the Westerly and Southerly bounds of this tract can be accounted for only as an encroachment on the commons. There was a stone wall on the Westerly boundary of this tract, called the Potters' field fence. See Liber 524 Conveyances, page 517.

Last Will and Testament
of
 DAVID DEVORE.

} Dated 30th May, 1780.
 } Proved 12th June, 1780.
 } 32 Wills, 260.

After certain legacies and a bequest to his wife Maritie of an annuity of £25, in lieu of dower, according to the tripartite deed of separation, he proceeds as follows: "I leave, devise and bequeath all the rest, residue and remainder

of my real and personal estate, of what nature or kind soever and wheresoever, that I shall be seised, possessed of or entitled unto at the time of my decease, unto my said daughter Ann Devore, to hold the same, to her, her heirs, executors, administrators and assigns forever." He provides for certain remainders over in case said Ann Devore should die, before she attains the age of eighteen years, unmarried and without issue.

On 29 May, 1788, Ann Devore, the above-named devisee, intermarried with Abraham Brevoort, by whom she had two children, Ann and Henry. On 12 November, 1794, Abraham Brevoort, her husband, died. In 1795 Ann Brevoort intermarried with Jacob Odell, by whom she had two children, Jacob D. and Jane.

JACOB ODELL *and*
ANNE, *his wife,*

to

HENRY BREVOORT *and*
JACOB D. ODELL.

DEED.

Dated 25th April, 1836.

Ack. 25th April, 1836.

Rec. 2d May, 1836.

351 Conveyances, 584.

Consider., an annuity.

CONVEYS all that certain tract, piece or parcel of land, situate on both sides of the Third Avenue, in the Twelfth Ward of the City of New York, and is bounded on the Easterly side by the Road usually known as the old Boston Post Road, on the Southerly side by lands formerly owned by Thomas Buchanan, deceased, on the Westerly side by lands belonging to the corporation of the City of New York, commonly called the common, and on the Northerly side in part by land formerly owned by Sheriff Bell, and in part by lands belonging to persons unknown to the parties to these presents, being the real estate formerly of David Devoore, deceased, and which, in and by his last will and testament, bearing date the thirtieth day of May, in the year one thousand seven hundred and eighty, was de-

vised to his daughter Ann, now the wife of the said Jacob Odell, and one of the parties of the first part to these presents, most of which said premises are now in the possession of Cato Alexander and Edward Gwynn, containing in all about forty acres of land, be the same more or less.

Habendum as joint tenants and not as tenants in common.

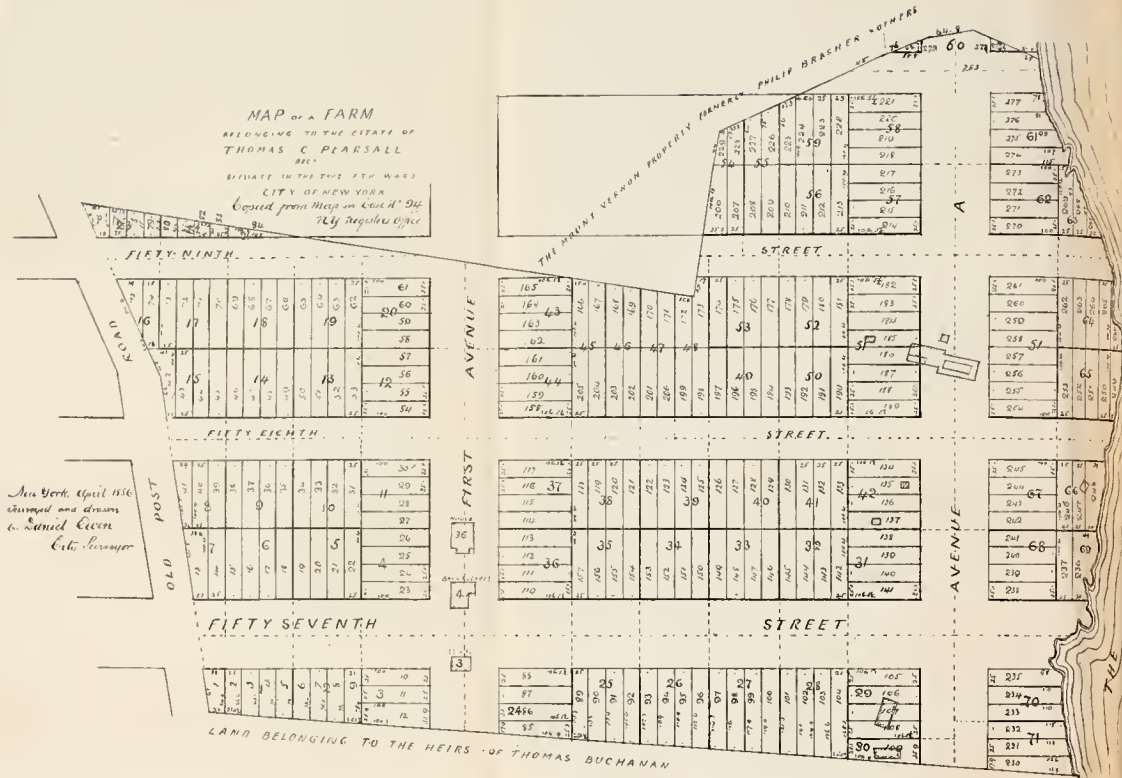
Notes on the Brevoort and Odell Tract.





MAP OF A FARM
BELONGING TO THE ESTATE OF
THOMAS C. PIARSALL
DEC.

BEING IN THE 12TH ELY WARD
CITY OF NEW YORK
Copied from Map on Card "24"
N.Y. registers office



THE THOMAS C. PEARSALL TRACT.

The main portion of this tract is included in the premises conveyed by the following patent. The title to the rest of the tract is shown in the abstract of the "Philip Brasher" tract immediately following:

SIR EDMUND ANDROS,
Governor, etc.,
to
JOHN DANIELSON.

PATENT.

Dated 15th Mar., 1676.
Recorded at Albany in
Secretary of State's
Office.
4 Patents, 12c.

"Whereas there is a certaine lott of land upon this Island Manhattans, the which, by vertue of my warrant, hath been laid out for John Danielson, lying to the Northeast of Dewtell Bay, being in breadth by the River side forty rodd, and in length by the land of Jacobus Fabritius one hundred and twenty rod, bounded to the Northwest by the Commons, and to the Southwest by the land of David Du Four. Containing the quantity of thirty acres, as by the returne of the survey doth and may appeare."

CONVEYS said premises to the patentee, reserving a quit-rent of one peck of good winter wheat.

The following is the next conveyance of record affecting the title to the tract in question.

ELIACOM ANDERSON *and* MARY,
his wife, ANDEROW ALLBODY
and ANNATIE, *his wife*, PIETER
 ANDERSON *and* CORNELIA, *his*
wife, ABERAM ANDERSON *and*
 ELISABOT, *his wife*, LUCUS DE
 WITT *and* ENGOLTIE, *his wife*,
 SAMUEL STRIDE *and* ANNIE,
his wife, JAMES ROBERSON
and SELVIA, *his wife*,

to

JONATON HARDMAN.

DEED.

Dated 25th Feb., 1737.
 Proved 27th July, 1738.
 Rec. 28th July, 1738.
 32 Conveyances, 111.
 Consideration, £173.

CONVEYS all that messuage or tenement, dwelling-house and Barn and lott of land scituated, lying and being upon this Island, to the Northeast of Dewtell Bay, being in breadth by the Reaver side forty rood, and in length by the land of Mangell Janse Roll one hundred and seven rod and five foot and a halfe. Bounded by the Northwest by the land of Aberam Anderson, from thence with a square line twelf rodd and tinn foot and a halfe, and from thence with a square line towards the Northwest twelfe rodd and four foot and a halfe, bounded by the Commons, and to the Southwest by the land of David Devour. Containing the quantity of twenty-nine acres.

This description embraces all of the land included in the Danielson patent, except one acre on the Northwest corner thereof, which was vested in Aberam Anderson.

LAWRENCE HARDMAN, *eldest son*
and heir-at-law of JONATHAN
 HARDMAN, ROBERT ATKINS
and FRANCES, his wife, (late
 FRANCES HARDMAN, *widow of*
 JONATHAN HARDMAN),

to

SIMON JOHNSON.

MORTGAGE.

TO SECURE £160.
 Dated 8th July, 1756.
 Ack. 9th July, 1756.
 Reg. 2d Aug., 1756.
 1 Mortgages, 45.

COVERS all that certain tract, farm, piece, lott or parcel of land situate, lying and being in the outward of the City of New York to the Northeast, at Dutell or Turtle Bay, being in breadth by the River forty rods, and in length by land formerly of Jacobus Fabricius, now of John Van Zandt, one hundred and twenty rods, in the rear, or along the commons, in breadth forty rods, and in length along the land of David Devoer one hundred and twenty rods, being thirty acres. Bounded Southeast along the River, Northeast to the land now of the said John Van Zandt, Northwest to the Commons, and Southwest to the land of the said David Devoer.

The portion of the premises covered by the preceding mortgage lying East of the Post Road became vested in John Provoost, who died leaving a will as follows :

Last Will and Testament
of
 JOHN PROVOOST.

Dated 23d Sept., 1767.
 Proved 3d Nov., 1767.
 26 Wills, 80.

“Item: I give unto my eldest son, Samuel Provoost, my farm

or plantation lying on this island of Manhattens, along the East River between the land of DeVoor and Hurst, with the edifices and appurtenances thereunto belonging, to have and to hold to him, his heirs and assigns forever." Appoints his wife, Eve Provoost, and his son, Samuel Provoost, and Mary, his wife, and Peter Van Brugh Livingston, his executors, authorizing them, or a majority of them to sell any part of his real estate.

DEED.

SAMUEL PROVOOST *and*
 MARIA, *his wife,*
to
 HUGH GAINÉ.

Dated 5th June, 1784.
 Ack. 11th June, 1784.
 Rec. 2d Dec., 1795.
 51 Conveyances, 11.
 Consideration, £2,800.

CONVEYS all that certain tract, farm, lot, piece or parcel of land, situate and being in the outward of the City of New York to the Northeast of Dutell, or Turtle Bay, Beginning at the Northeast corner of the land late of David Devoer, deceased, and runs from thence along or near the East River Ten chains; thence North Forty-five degrees West, Twenty-two chains and forty links to the public road or highway (where the breadth thereof is on a Southwest course ten chains); thence along the said public road or highway, South nine degrees and thirty minutes West six chains; thence South Thirty-two degrees West four chains; thence South Twenty-three degrees West one chain and ten links; thence South Forty-five degrees East eighteen chains and fifty links to the place of beginning. Bounded to the Southeast along the said East River, on the Northeast by land which did formerly belonging to Jacobus Fabricius, since to John Van Zandt, and now belongs to Peter Praa Van Zandt, on the Northwest by the public road or highway aforesaid (which leads towards Harlaem), and on the Southwest by land late of the said David Devoer, deceased.

DEED.

HUGH GAINÉ <i>and</i> CORNELIA, <i>his wife</i> , <i>to</i> JOSIAH OGDEN HOFFMAN.	}	Dated 6th Mar., 1795. Rec. 10th July, 1795. ^{M.R.} ^{F.} Deeds, 375. In Secretary of State's Office.
--	---	--

CONVEYS same premises by same description.

MORTGAGE.

JOSIAH OGDEN HOFFMAN <i>and</i> MARY, <i>his wife</i> , <i>to</i> HUGH GAINÉ.	}	TO SECURE £4,000. Dated 6th Mar., 1795. Ack. 16th Mar., 1795. Reg. 24th Mar., 1795. 7 Mortgages, 63.
--	---	--

COVERS same premises.

ASSIGNMENT.

HUGH GAINÉ <i>to</i> THOMAS PEARSALL.	}	Dated 6th June, 1799. Ack. 6th June, 1799. Reg. 6th June, 1799. 9 Mortgages, 494. Considerat'n, \$11,569.16
---	---	---

ASSIGNS above mortgage.

DEED.

JOSIAH OGDEN HOFFMAN <i>to</i> THOMAS PEARSALL.	}	Dated 27th April, 1797. Ack. 27th April, 1797. Rec. 10th Feb., 1800. 57 Conveyances, 399. Consideration, £9,000.
---	---	--

CONVEYS same premises by same description subject to the
 above mortgage.

Thomas Pearsall, the above named grantee, died on 1 March, 1807.

Last Will and Testament
of
THOMAS PEARSALL.

} Dated 8th June, 1805.
} Proved 9th April, 1807
} 46 Wills, 531.

GIVES his wife, Phebe Pearsall, the use and improvement of his country seat near the five-mile stone, on the road to Kings bridge, which he purchased of Josiah Ogden Hoffman. After certain provisions not specifically affecting the premises, the testator provides as follows: "Sixthly: I give all the residue of my estate, both real and personal, to my son and his heirs."

The testator's widow, Phebe Pearsall, died on 1st December 1810.

The title to the Northerly portion of the premises as far as Thomas C. Pearsall is shown in the abstract of the Philip Brasher tract, next hereinafter set forth. The main portion of the tract there shown to have been vested in him was conveyed by his heirs to Shepherd Knapp. The residue thereof not conveyed by his said heirs, together with the piece of land devised to him by his father, Thomas C. Pearsall, as above shown, constitutes the tract now in question. This is described in the petition in the partition suit next set forth as follows: "All that certain farm or tract of land situate in the twelfth Ward of the City and County of New York, commencing at a point on the East River between the lands owned by the heirs of Thomas Buchanan, and running from thence North $52^{\circ} 35'$, East 1,272 feet to the old post road; thence along the said road North $24^{\circ} 23'$, East 490 feet; thence North $7^{\circ} 25'$, East 275 feet; thence South $48^{\circ} 15'$, East 913 feet; thence North $41^{\circ} 25'$, East

232 feet 9 inches; thence South $81^{\circ} 25'$, East 250 feet; then South $77^{\circ} 20'$, East 76 feet, South $73^{\circ} 25'$, East 64 feet 8 inches; thence South $33^{\circ} 35'$, East 113 feet to the East River to the place of beginning. Containing 25 acres, 1 rood, 20 poles of land, according to a survey and map thereof made by Daniel Ewen, City Surveyor, dated April, 1830, showing the same as intersected by the avenues and streets."

Thomas C. Pearsall died on 25 November, 1820, intestate, leaving him surviving Frances Pearsall, his widow, and the following children his only heirs-at-law :

1. Thomas Pearsall.
2. Charles C. Pearsall.
3. Richard H. Pearsall.
4. Sarah Pearsall, who married James C. Norton in July, 1821.
5. Edward Pearsall.
6. Phebe Pearsall and
7. Mary Pearsall, who married Samuel Bradhurst in January, 1853.

DEED.

JAMES C. NORTON *and*
SARAH, *his wife,*
to
DUDLEY SELDEN.

Dated 14th Sept., 1829.
Ack. 14th Sept., 1829.
Rec. 5th April, 1830.
261 Conveyances, 139.
Consideration, \$10.

CONVEYS all the real estate, whether in law or equity, which constitutes or may constitute the property, share or portion of the said Sarah of, in and to the estate of her late father, and the rents, issues and profits arising therefrom. In trust to partition the same, to sell with consent of the said Sarah, to pay her the income and profits during her life, and then to convey the same

as she by her will may appoint and direct, and if there be no will, then to convey to her children and their heirs.

IN CHANCERY. *Before Vice-Chancellor.*

THOMAS PEARSALL, CHARLES C.
PEARSALL *and* RICHARD H. PEAR-
SALL,

vs.

FRANCES PEARSALL, JAMES C. NOR-
TON, *and* SARAH *his wife*, DUDLEY
SELDEN, EDWARD PEARSALL, PHEBE
PEARSALL, MARY PEARSALL, ROB-
ERT MACOMB *and* MARY C. P., *his*
wife, JULIA MATILDA MACOMB,
JAMES RENWICK *and* DUNCAN P.
CAMPBELL.

- 1830—July 7. Bill of partition filed.
- September 3. Order entered, appointing Frances Pearsall guardian of Edward Pearsall, Phebe Pearsall and Mary Pearsall, infants over fourteen, upon their petition.
- September 13. Answer of Dudley Selden filed.
- 1831—February 22. Order entered, amending bill by striking out everything therein relating to defendants, Duncan P. Campbell, James Renwick, Robert Macomb and Mary, his wife, and Juliet Matilda Macomb, and the premises in which they were interested (which is other than the farm under examination.)

- 1831—April 6. Amended bill, filed.
- May 31. Answer of Dudley Selden to amended bill, filed.
- June 9. Answer of Frances Pearsall to amended bill, filed.
- June 9. Answer of Edward Pearsall, Phebe Pearsall and Mary Pearsall, infants, etc., by their guardian *ad litem*, filed.
- June 16. Order *pro confesso* against James C. Norton and wife, on consent of Dudley Selden, their solicitor.
- June 20. Order of reference to John M. McDonald, Esq., Master, on title, etc.
- December 30. Report on title filed.
- 1832—January 28. Bill of revivor filed against the children of Sarah Norton, by order of that date.
- March 5. Order entered, appointing Robert Emmet guardian *ad litem* of James C. Norton, Jr., Pearsall Norton and Robert Burrage Norton, infants under fourteen, on petition of their father.
- March 17. Answer of infants, filed.
- 1833—August 5. Order entered, amending bill by inserting allegations, as to the marriage of Mary Pearsall with Samuel Bradhurst, on 5 January, 1833, and making him a party defendant.
- 1835—September 24. Answer of Samuel Bradhurst and wife, filed.
- September 28. Order of reference to Thomas Addis Emmet on title, etc.
- November 12. Referee's report, filed.
- November 23. Order that suit proceed against other

defendants, notwithstanding death of
James C. Norton.

1835—November 24. Order of reference as to liens.

1836—February 22. Report on liens filed.

February 22. Decree of sale entered.

April 6. Edward Pearsall and Phebe Pearsall,
having arrived at full age, confirm all
the proceedings in suit.

May 9. Master's report of sale filed.

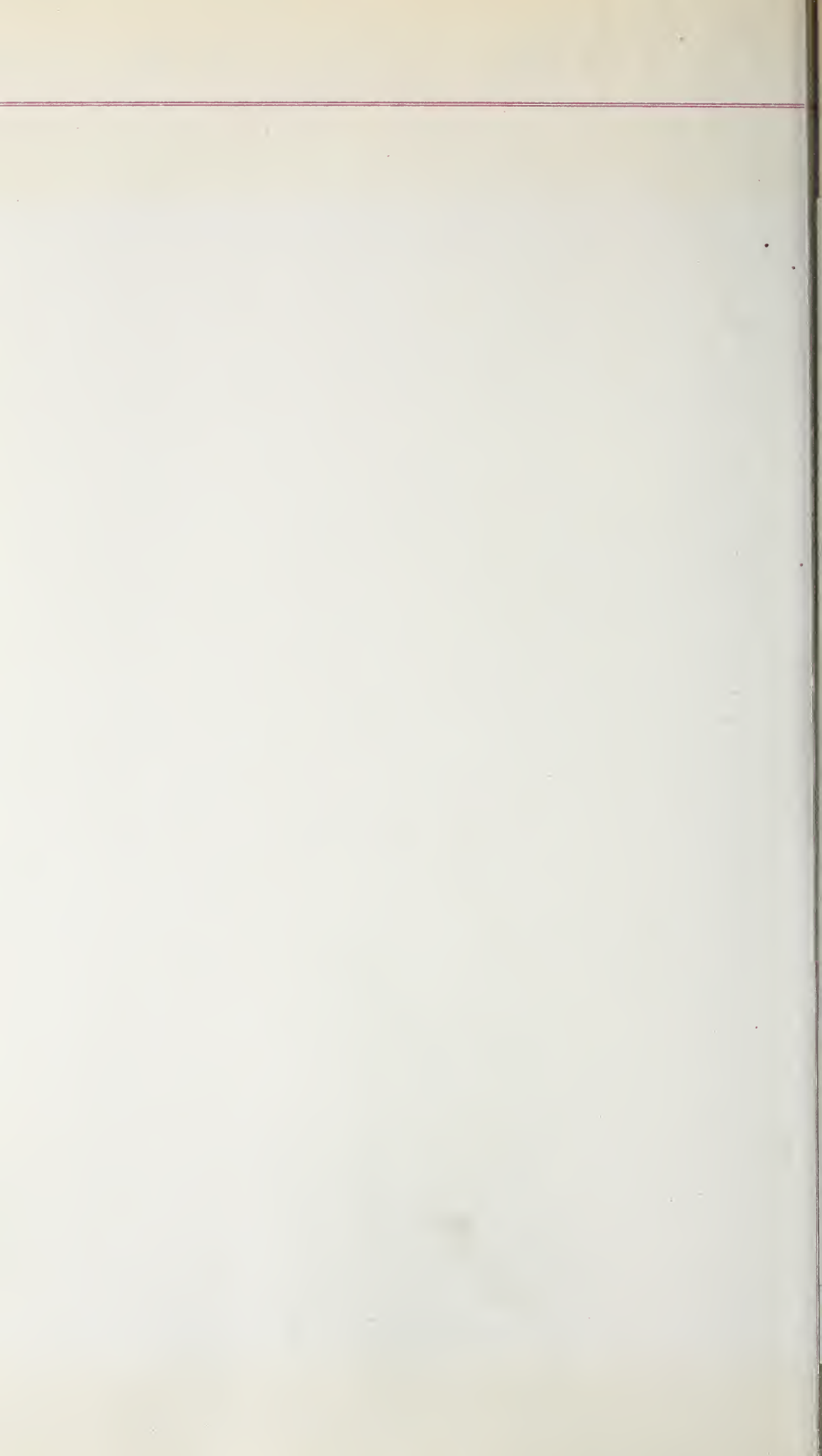
May 13. Decree enrolled.

1837—December 21. Final report, filed.

The following table shows the names of the purchasers at
this sale, the lots purchased by them, and the record of the
deed to them :

LOTS.	PURCHASERS.	RECORD OF DEED.
1 to 5.....	Mary Healy.....	361 Cons. 88
6 to 12, 85 to 92.....	William Douglas.....	356 Cons. 383
19 to 26.....	John W. Francis.....	361 Cons. 66
15 to 18, 35 to 38, 114 to 117, } 158 to 165.....	William C. Wetmore and Morris Franklin.....	362 Cons. 114
27 to 34.....	Daniel W. Gantley.....	364 Cons. 72
54 to 57.....	James Lozier.....	356 Cons. 296
46 to 53.....	Mary Bradhurst.....	360 Cons. 225
39 to 45, 74, 75.....	William C. Emmet.....	356 Cons. 379
70 to 73.....	Andrew Sitcher.....	357 Cons. 268
66 to 69.....	John M. Bradhurst.....	360 Cons. 237
62 to 65.....	Hickson W. Field.....	360 Cons. 234
58 to 61.....	William B. Doughty.....	357 Cons. 271
Gore lot 21.....	James Chesterman.....	365 Cons. 36
76 to 83.....	Ira Perego.....	361 Cons. 106
13, 14, 166, 167, 204, 205.....	David Laudeback.....	357 Cons. 216
105 to 109, 230, 231, 232.....	Caleb Bartlett.....	357 Cons. 287
233, 234, 235.....	Carl Klauberg.....	362 Cons. 41
134 to 152, 123 to 133.....	Edward Minturn and Albert Woodhull.....	362 Cons. 118
110 to 113, 118 to 122, 153 to 157.....	John Griswold.....	359 Cons. 179
210 to 213.....	Alexander H. Robertson.....	362 Cons. 306
174 to 189, 214 to 221, 236 to 277.....	Anson G. Phelps.....	357 Cons. 548
93 to 100.....	Theophylact B. Satterthwaite.....	362 Cons. 168
278, 279.....	John Glover.....	360 Cons. 128
101 to 104, 168 to 173, 198 to } 203, 190 to 197, 206 to 209, } 226 to 229.....	Edward A. B. Graves.....	358 Cons. 460
222 to 225.....	Alexander H. Robertson.....	362 Cons. 310

Notes on the Thomas C. Pearsall Tract.



7/10/04

13	17	1020
12	12	1020

01	50	19	28	69
34	41	40	79	38

A map of a land tract, likely a survey. The tract is divided into several sections by a survey line. The sections are labeled with handwritten numbers: 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100. The survey line is a solid line, and the sections are separated by dashed lines. The map is oriented with the survey line on the left and the sections on the right.

A group with two

NEW YORK
SUNSET
STATION ST. N.Y.
BY FORD'S DAY
C2

—

五

—

MAP OF

MOUNT VERNON

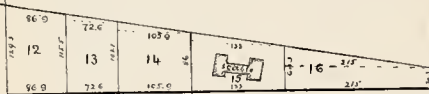
SIXTY-SECOND

STREET

Copied from Map of Philip Brasher in base 11: 58 N.Y. Reg. Office

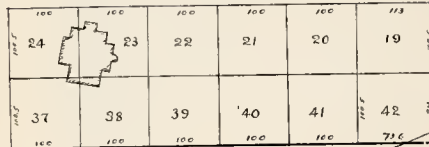
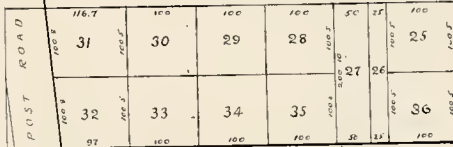
taken against

NEW YORK
Surveyed
September 5 1826
by Edward Doughty
C.S.



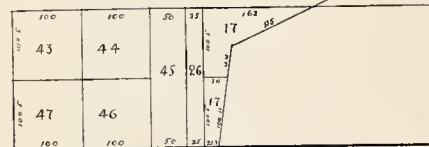
SIXTY-FIRST

STREET



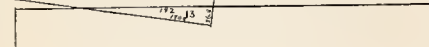
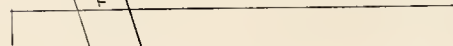
SIXTIETH

STREET



FIFTY-NINTH

STREET



AVENUE

FIRST

OLD
THE

THE PHILIP BRASHER TRACT.

This was included in the following patent :

PATENT.

SIR EDMUND ANDROS,
Governor, etc.,
to
JACOBUS FABRICIUS.

Dated 13th Mar., 1676.
Recorded in Secretary
State's Office at Al-
bany.
4 Patents, 117.

"Whereas there is a certain piece of land lying in common upon this Island Mannhattans, the which, by virtue of my warrant, hath been laid out for Mr. Jacobus Fabricius, being in breadth by the river side eighty rods, and in length one hundred and twenty rods. Containing sixty acres. Bounded to the Northeast by the land of Cornelius Mattysen, to the Southwest by the lott number four, and to the Northwest by the Commons, as by the return of the survey under the hand of the surveyor doth and may appear."

CONVEYS said premises to the patentee, reserving "a quittance of halfe a bushell of good winter wheate."

JACOBUS FABRICIUS
to
WILLIAM WOUTERSE.

DEED.

Dated 18th July, 1677.
Not recorded but re-
cited in 35 Cons., 311.

CONVEYS same premises.

As appears from the description in the instruments affecting the tracts adjacent, this farm became vested subsequently in John Van Zandt, and afterwards in his son, Peter Pra Van Zandt.

DEED.

PETER PRA VAN ZANDT *and*
 SARAH, *his wife*,
 to
 WILLIAM S. SMITH.

Dated 25th Mar., 1795.
 Ack. 26th Mar., 1795.
 Rec. 10th Oct., 1796, at
 Sec'y State's Office.
 28 Deeds, 477.
 Consideration, £5,000.

CONVEYS all that certain messuage or tenement, outhouses, buildings, barns, gardens, orchards, and all that piece or parcel of land situate and lying within the City and County of New York near Turtle Bay. Beginning at the Northwest corner of the division fence of Mr. Hugh Gaine and Peter Pra Van Zandt, running along the said fence of Mr. Hugh Gaine, North forty-nine degrees, West twenty-three chains to the East River; thence Northeasterly ten chains at right angles along the River to the division fence of said farm, and the farm of Abraham Beekman; thence South forty-nine degrees, East twenty-three chains along said division fence as it now stands to the Post Road; thence along the Post Road ten chains to the place of beginning. Containing in the whole twenty-three acres, be there more or less.

MORTGAGE.

WILLIAM S. SMITH
 to
 SILAS TALBOT.

To SECURE \$10,000.
 Dated 10th Nov., 1795.
 Ack. 18th Nov., 1795.
 Reg. 18th Nov., 1795.
 7 Mortgages, 339.

COVERS same premises by substantially the same description.

ASSIGNMENT.

SILAS TALBOT
to
WILLIAM T. ROBINSON.

Dated 1st Dec., 1798.
Proved 12th May, 1801.
Reg. 12th May, 1801.
11 Mortgages, 60.
Considerat'n, \$11,536.38

ASSIGNS the mortgage above set forth.

The said William T. Robinson having become the owner of the fee, as hereinafter shown, the said mortgage became merged by its assignment to him.

DEED.

WILLIAM S. SMITH *and*
ABIGAIL, *his wife*,
to
WILLIAM WARD BURROWS.

Dated 5th Oct., 1796.
Ack. 6th Oct., 1796.
Rec. 16th June, 1804.
67 Conveyances, 73.
Consideration, £20,000.

CONVEYS same premises as the mortgage above set forth by substantially the same description.

DEED.

WILLIAM WARD BURROWS, *and*
MARY, *his wife*,
to
WILLIAM T. ROBINSON.

Dated 7th Dec., 1798.
Ack. 7th Dec., 1798.
Rec. 24th Dec., 1798.
56 Conveyances, 59.
Consideration, \$13,750.

CONVEYS same premises by same description.

MORTGAGE.

ABRAHAM FRANKLIN *and* ANN,
his wife, JOHN FRANKLIN, *and*
CHARITY, *his wife*, *and* WIL-
LIAM T. ROBINSON

to

CORNELIUS RAY, MATTHEW
CLARKSON *and* JOSHUA
SANDS, *Trustees, etc.*

Dated 9th Dec., 1807.
Ack. 9th Dec., 1807.
Rec. 12th Dec., 1807.
79 Conveyances, 1.
Reg. 10th Dec., 1807.
16 Mortgages, 519.

RECITES seisin by different parties of first part respectively of certain different tracts of land and of the farm in question by William T. Robinson; that they are indebted to the Bank of the United States for \$100,000, to the Bank of New York for \$50,000, and to the Merchants Bank for \$50,000; and the giving of bonds to secure such indebtedness to Cornelius Ray, as trustee for the Bank of the United States, to Matthew Clarkson as trustee for the Bank of New York, and to Joshua Sands as trustee for the Merchants Bank.

COVERS same premises by same description.

IN CHANCERY. *Before Chancellor.*

CORNELIUS RAY, MATHEW CLARKSON,
and JOSHUA SANDS,

vs.

ABRAHAM FRANKLIN and ANN, *his*
wife, JOHN FRANKLIN, and CHAR-
ITY, *his wife*, WILLIAM T. ROB-
INSON, HENRY FRANKLIN, AND
CHARLES LUDLOW.

1808—December 10. Bill filed to foreclose above mortgage.

1809—April 5. Answers of all defendants, except Charles Ludlow, filed.

1809—April 10. Order of reference to compute amount due, on consent of B. Robinson, solicitor of Charles Ludlow.

1809—April 11. Master reports \$209,500 due.

April 12. Decree of sale entered.

1813—May 25. Decree enrolled.

DEED.

ELBERT HERRING,
Master in Chancery,
 to
 THOMAS C. PEARSALL.

Dated 10th Aug., 1809.
 Ack. 1st Sept., 1809.
 Rec. 25th June, 1822.
 161 Conveyances, 127.
 Consideration, \$38,000.

CONVEYS same premises by same description.

Thomas C. Pearsall mortgaged said premises to the Globe Insurance Company by two several mortgages, recorded respectively in Liber 55 Mortgages, page 38, and 58 Mortgages, page 186, which are now both satisfied of record, and were released to Shepherd Knapp, the purchaser under next conveyance, by release recorded in Liber 176 Conveyances, 392.

Thomas C. Pearsall died on 5th November, 1820, intestate, leaving him surviving Frances Pearsall, his widow, and the following children, his only heirs-at-law :

Thomas Pearsall.

Charles C. Pearsall.

Richard H. Pearsall.

Sarah Pearsall, who afterwards married James C. Norton.

Edward Pearsall.

Phebe Pearsall and

Mary Pearsall.

DEED.

THOMAS PEARSALL and LAVINIA, *his wife*, JAMES CLINTON NORTON and SARAH, *his wife*,
 to

SHEPHERD KNAPP.

Dated 30th April, 1824.
 Ack. 3d May, 1824.
 Rec. 7th May, 1824.
 176 Conveyances, 393.
 Consideration, \$15,050.

CONVEYS two equal undivided seventh parts, being the whole interest and estate therein of the said parties of the first part as heirs-at-law and children of the said Thomas C. Pearsall, deceased. All that certain country seat, lot of land and premises, with the dwelling-house, messuages, stables, out-houses and appurtenances thereunto belonging or in any wise appertaining situate, lying and being in the Ninth Ward of the City of New York, known by the name of Mount Vernon, and sold according to a map or chart made thereof by Edward Doughty, City Surveyor, on the twenty-eighth day of January, in the year of our Lord one thousand eight hundred and twenty-four, and containing 18 90-100 acres, which said map was exhibited and shown at the time and place of sale as aforesaid, and by which it appears that said premises are butted and bounded as follows, that is to say: Beginning on the old Post Road at the North-west corner of other premises, belonging to the estate of said Thomas C. Pearsall, deceased, and running thence North fifteen degrees and fifty minutes, East along said Post Road one hundred and eighty-one feet; thence North twenty-seven degrees and fifty minutes, East still along said Post Road five hundred and fourteen feet; thence North fifty-six degrees and fifty minutes, East twenty-five feet three inches; thence South forty-eight degrees and twenty-five minutes, East along land of John Beekman, Esq., six hundred sixty-two feet six inches; thence along the same South forty-seven degrees and thirty-three minutes, East six hundred sixty-seven feet; thence along the same South forty-eight degrees and thirty-five minutes, East one hundred and seventy-nine feet six inches into the East River; thence along the same South thirty-six degrees and fifty minutes, West thirty-four feet four inches; thence along the same North forty-eight degrees and thirty minutes, West one hundred and twenty-five feet; thence along the same South thirty-nine degrees and fifty minutes, West twenty-one feet; thence along the same South sixty-eight degrees and forty-five

minutes, East twenty-four feet; thence along the same South twenty-one degrees and forty-five minutes, West one hundred and twenty feet two inches; thence along the same South sixty-eight degrees and fifteen minutes, East twenty-eight feet nine inches; thence along the same South seventeen degrees and twenty minutes, West thirty-eight feet and seven inches; thence along the same South eight degrees and fifteen minutes, West one hundred feet to other ground belonging to the estate of Thomas C. Pearsall, deceased; thence along the same North thirty-five degrees and fifteen minutes, West one hundred and thirteen feet; thence along the same North seventy-three degrees and twenty-five minutes, West sixty-four feet eight inches; thence along the same North seventy-seven degrees and twenty minutes, West seventy-six feet; thence along the same North eighty-one degrees and twenty-five minutes, West two hundred and fifty feet; thence along same South forty degrees and twenty-five minutes, West two hundred and thirty-two feet nine inches; thence along the same North forty-eight degrees and fifteen minutes, West nine hundred and thirteen feet to the place of beginning.

In the Matter

of

DUNCAN P. CAMPBELL, FRANCES PEAR-
SALL *and* THOMAS PEARSALL.

1821—July 28. Order entered, authorizing Duncan P. Campbell and Frances Pearsall, guardians, etc., to sell the real estate of which Thomas C. Pearsall died seised.

1824—March 23. Order entered, confirming report of sale and directing Duncan P. Campbell and Frances

Pearsall to execute a deed to the purchasers of all the right, title, property, estate, interest and demand whatever, both in law and equity, of said infant children and of each and all of them.

DUNCAN P. CAMPBELL *and*
FRANCES PEARSALL, *guardians*
of SARAH PEARSALL, CHARLES
C. PEARSALL, RICHARD HENRY
PEARSALL, EDWARD PEAR-
SALL, PHEBE PEARSALL *and*
MARY PEARSALL

to

SHEPHERD KNAPP.

DEED.

Dated 30th April, 1824.
Ack. 3d May, 1824.
Rec. 7th May, 1824.
176 Conveyances, 398.
Consideration, \$15,050.

CONVEYS five equal undivided seventh parts belonging to said infants, being all the right, title, interest and estate of the said Charles C. Pearsall, Richard H. Pearsall, Edward Pearsall, Phebe Pearsall and Mary Pearsall, as the five children and lawful heirs of their said father Thomas C. Pearsall, of same premises by substantially the same description.

Frances Pearsall, widow, also releases, in this instrument, her right of dower in the premises.

DEED.

SHEPHERD KNAPP *and*
CATHARINE LOUISA, *his wife,*
to
JAMES MEINELL.

Dated 1st June, 1824.
Ack. 8th July, 1824.
Rec. 9th July, 1824.
179 Conveyances, 109.
Consideration, \$7,525.

CONVEYS all the one equal undivided half part of same premises by same description.

DEED.

JAMES MEINELL *and* MAGDA-
LEN, *his wife*, SHEPHERD
KNAPP *and* CATHARINE
LOUISA, *his wife*,
to
WALTER LIVINGSTON.

Dated 5th Dec., 1825.
Ack. 5th Dec., 1825.
Rec. 27th June, 1826.
206 Conveyances, 155.
Consideration, \$19,000.

CONVEYS same premises by same description.

DEED.

WALTER LIVINGSTON
to
PHILIP BRASHER.

Dated 21st June, 1826.
Proved 27th June, 1826.
Rec. 27th June, 1826.
206 Conveyances, 153.
Consideration, \$9,500.

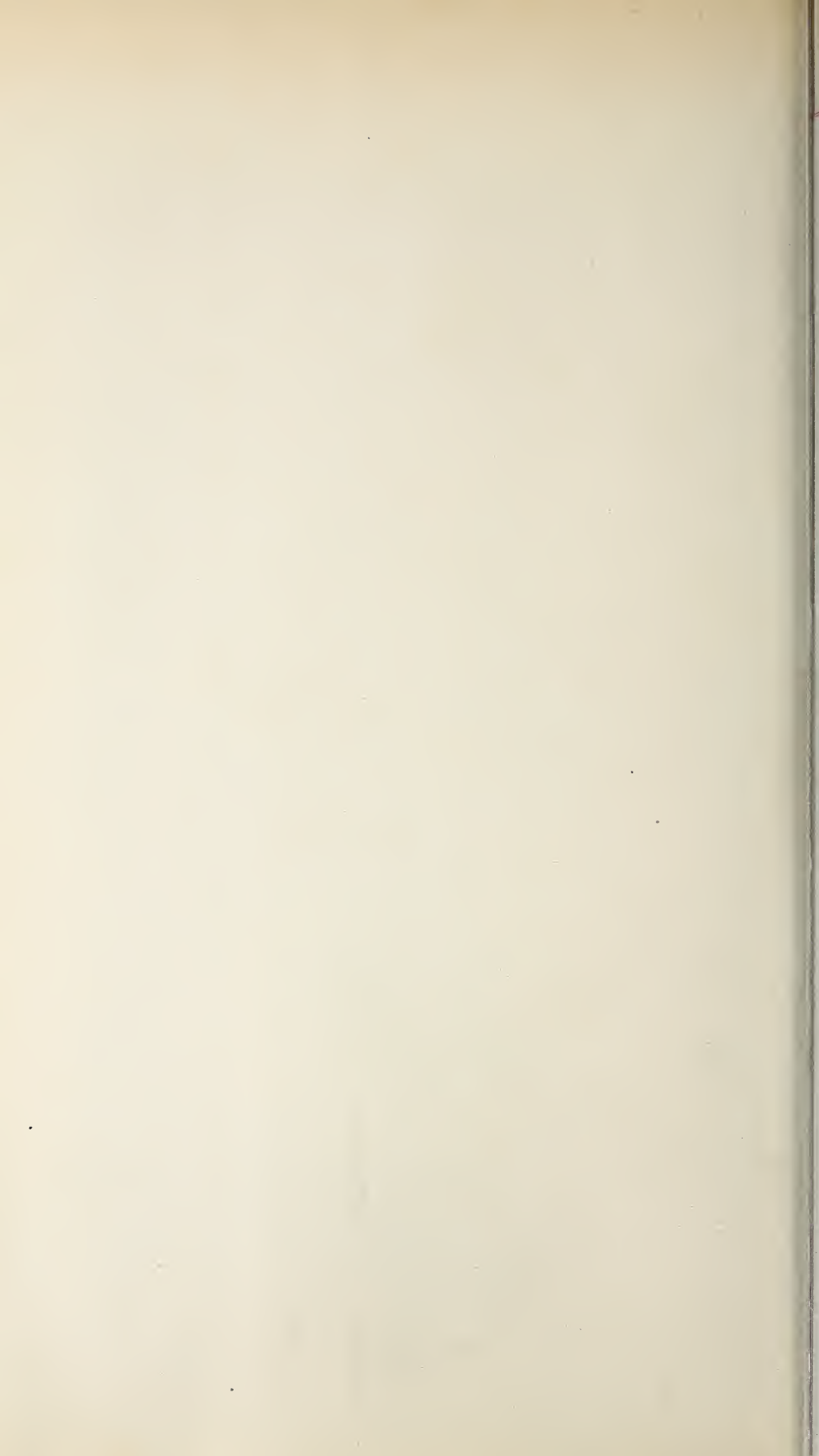
CONVEYS all the one equal undivided half part of same
premises by same description.

DEED.

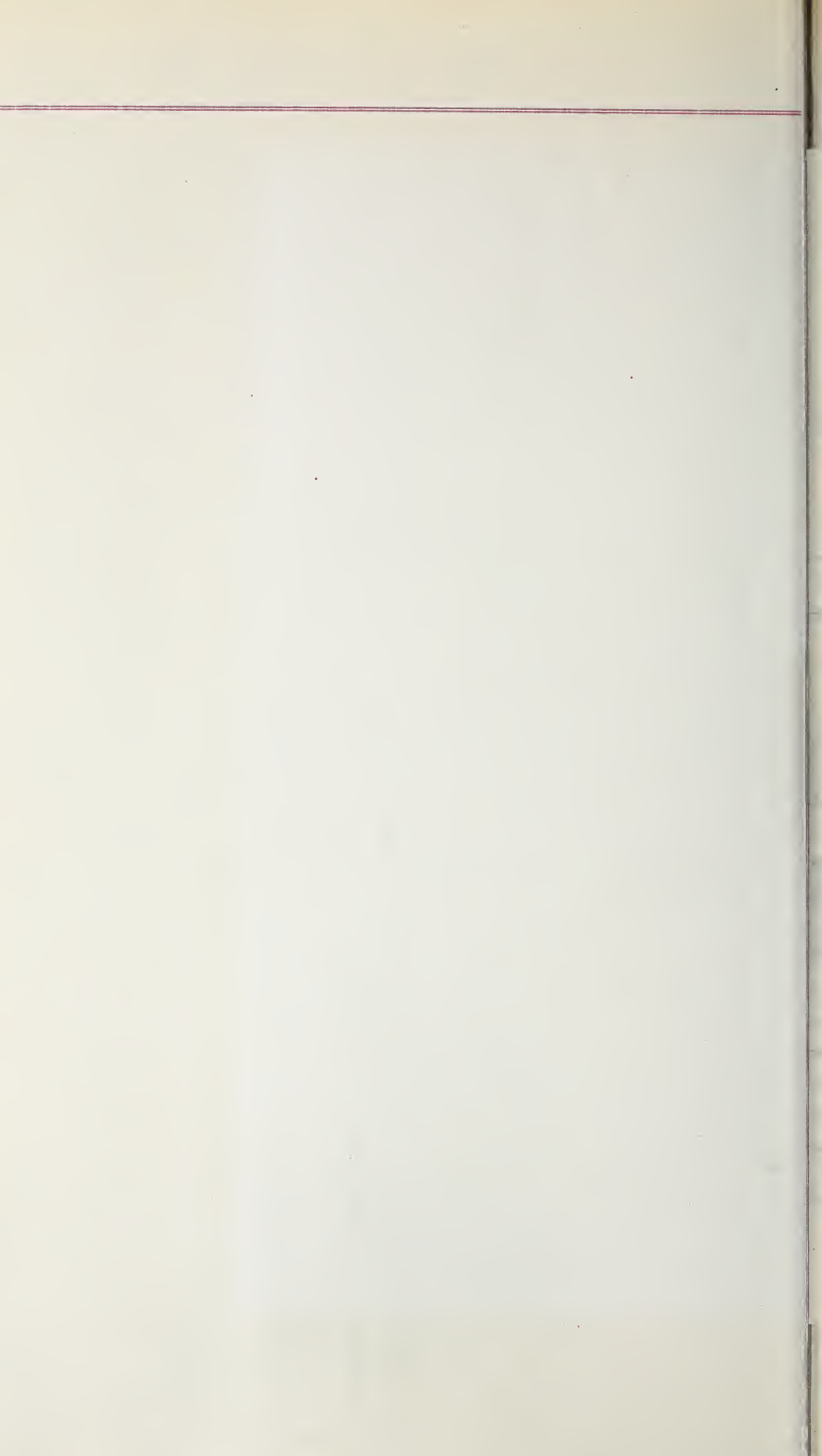
SAME
to
SAME.

Dated 1st Nov., 1826.
Ack. 1st Nov., 1826.
Rec. 1st Nov., 1826.
210 Conveyances, 516.
Consideration, \$10,000.

CONVEYS all of one undivided moiety or half of same prem-
ises by same description.



Notes on the Philip Brasher Tract.



THE NEW YORK RECORDING OFFICE

STANDARD RECORDING OFFICE

STREET

STREET

MAP

VALUABLE PROPERTY

LOCATED IN THE TWENTH WARD

CITY OF NEW YORK

Ground 1888

City of New York

WARD

WARD

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

Copied from Map of Thomas Addis Emmet, in base

72 145, N.Y. Registers Office.

SIXTIETH STREET

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----

FIFTY-NINTH STREET

40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87
----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----

FIFTY EIGHTH STREET

113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

FIFTY SEVENTH STREET

THIRD AVENUE

SECOND AVENUE

MAP OF VALUABLE PROPERTY SITUATE IN THE TWELFTH WARD OF THE CITY OF NEW YORK

Drawn April 1836 by D. Egan City Surveyor

87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112
----	----	----	----	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

ROAD POST

Note. The Lots East of the centre of the Post Road belong to the "Thomas C. Pearsall" Tract.

185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

THE THOMAS ADDIS EMMET TRACT.

The Easterly portion of this tract was included in the premises conveyed by the following patent :

PATENT.

SIR EDMUND ANDROS,
Governor, etc.,
to
JOHN DANIELSON.

Dated 15th Mar., 1676.
Recorded at Albany in
Secretary of State's
Office.
4 Patents, 120.

“Whereas there is a certaine lott of land upon this Island Mannhattans, the which, by vertue of my warrant, hath been laid out for John Danielson, lying to the Northeast of Dewtell Bay, being in breadth by the River side forty rodd, and in length by the land of Jacobus Fabritius one hundred and twenty rod, bounded to the Northwest by the Commons, and to the Southwest by the land of David Du Four. Containing the quantity of thirty acres, as by the returne of the survey doth and may appeare.”

CONVEYS said premises to the patentee, reserving a quit-rent of one peck of good winter wheat.

The distance of 120 rods given in this patent is not enough to carry the bounds of this tract as far West as the Third Avenue. The true Westerly line of this patent is shown on the map of the patents ante page 119. This Westerly extension is possibly due to an encroachment on the commons by the patentee and his grantees, there being no conveyance on record affecting the same. In a deed dated in May. 1811 (93 Conveyances, page 455, hereinafter set forth), the fence of the then owner of this tract is said to have been 129 feet West of the West side of Third Avenue on the Southerly end, and 14 feet 6 inches West of said Avenue, on the Northerly end.

The following is the next conveyance of record affecting the title to tract in question :

ELIACOM ANDERSON *and* MARY,
his wife, ANDERSON ALLBODY
and ANNATIE, *his wife*, PIETER
 ANDERSON *and* CORNELIA, *his*
wife, ABERAM ANDERSON *and*
 ELISABOT, *his wife*, LUCUS DE
 WITT *and* ENGOLTIE, *his wife*,
 SAMUEL STRIDE *and* ANNIE,
his wife, JAMES ROBINSON
and SELVIA, *his wife*,

to

JONATON HARDMAN.

DEED.

Dated 25th Feb., 1737.
 Proved 27th July, 1738.
 Rec. 28th July, 1738.
 32 Conveyances, 111.
 Consideration, £173.

CONVEYS all that messuage or tenement, dwelling-house and Barn and lott of land situated, lying and being upon this Island, to the Northeast of Dewtell Bay, being in bredth by the Reaver side forty rood, and in length by the land of Mangell Janse Roll one hundred and seven rod and five foot and a

alfe. Bounded by the Northwest by the land of Aberam Anderson, and from thence with a square line twelf rodd and tinn
ot and a hafe, and from thence with a square line towards
e Northwest twelfe rodd and four foot and a halfe, bounded
y the Commons, and to the Southwest by the land of David
evoor. Containing the quantity of twenty-nine acres.

The above description includes all of the premises described
in the above patent, except one acre on the Northwest side
hereof, laid off in a square of 12 rods and 10½ feet in length
on each side, which was vested in Aberam Anderson. There
is no conveyance on record from said Aberam Anderson of
said acre.

LAWRENCE HARDMAN, *eldest son*
and heir-at-law of JONATHAN
HARDMAN, ROBERT ATKINS
and FRANCES, *his wife, late*
FRANCES HARDMAN, *widow of*
JONATHAN HARDMAN,

to

SIMON JOHNSON.

MORTGAGE.

TO SECURE £160, 10s.
Dated 8th July, 1756.
Ack. 9th July, 1756.
Reg. 2d Aug., 1756.
1 Mortgages, 45.

COVERS all that certain tract, farm, piece, lott or parcel of
land scituate, lying and being in the outward of the City of New
York to the Northeast, at Dutell or Turtle Bay, being in breadth
by the River forty rods, and in length by land formerly of
Jacobus Fabritius, now of John Van Zandt, one hundred and
twenty rods, in the rear, or along the commons, in breadth
forty rods, and in length along the land of David Devoer 120 rods,
being thirty acres. Bounded Southeast along the River, North-
east to the land now of the said John Van Zandt, Northwest

to the Commons, and Southwest to the land of the said David de Voer.

MORTGAGE.

<hr/> <p style="text-align: center;">SAME to SAME.</p> <hr/>	<p style="font-size: 3em; vertical-align: middle;">}</p> <p>To SECURE £160, 10s. Dated 16th May, 1764. Ack. 17th May, 1764. Reg. 22d May, 1764 1 Mortgages, 422.</p>
--	--

COVERS all that certain tract, piece, lott or parcel of ground scituate, lying and being in the outward aforesaid, being in breadth in front along the Kings highway and in the rear along the Commons, at each end forty rods in length on the Northeast and Southwest sides from the said Kings highway to the Commons aforesaid. Containing about eleven acres of land. Bounded on the Southeast to the said Kings highway, on the Northwest to the said Commons, on the Northeast to the land of John Van Zandt, and on the Northwest to the land of David De Voer.

IN CHANCERY. *Before Chancellor.*

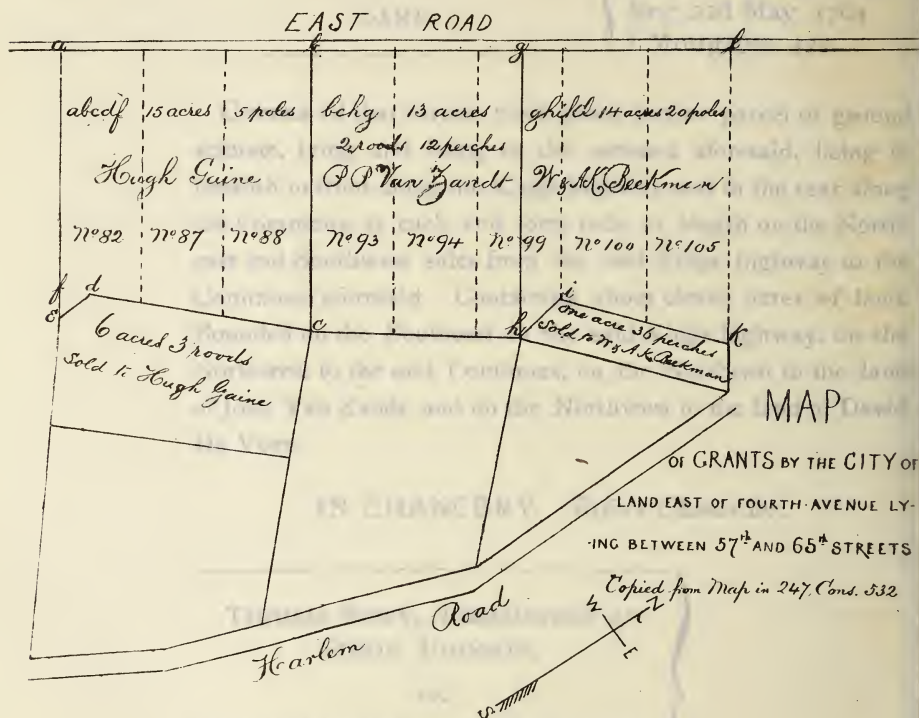
<hr/> <p>THOMAS BIBBY, <i>Administrator of</i> SIMON JOHNSON,</p> <p style="text-align: center;"><i>vs.</i></p> <p>JOHN HARDMAN, <i>son and heir-at-law of</i> LAWRENCE HARDMAN.</p> <hr/>	}
--	---

1791—April 12. Decree entered at Albany foreclosing the mortgage last above set forth, and directing a sale of the premises covered thereby.

to the Commons, and Southwest to the land of the said David de Voer.

MORTGAGE.

TO SECURE £160 10s



1791—April 12. Decree entered at Albany foreclosing the mortgage last above set forth, and directing a sale of the premises covered thereby.

DEED.

JOHN RAY, *Master in Chancery*,
and THOMAS BIBBY

to

HUGH GAINÉ.

Dated 15th Mar., 1791.
Proved 29th Jan., 1805.
Rec. 16th Mar., 1805.
69 Conveyances, 166.
Consideration, £400.

CONVEYS the premises described in Liber 1 Mortgages, page 422, above set forth, by the same description.

DEED.

*The Mayor, Aldermen and Com-
monalty of the City of New York*

to

HUGH GAINÉ.

Dated 30th Mar., 1801.
Proved 24th Mar., 1829.
Rec. 24th Mar., 1829.
247 Conveyances, 530.
Consideration, \$525.

CONVEYS all that certain piece of land, parcel of the Common lands of the said City, situate near the five-mile stone in the Seventh Ward of the said City, and lying between the land of the said party of the second part and the road laid out and delineated on the general map or survey of said Common lands, filed in the Clerk's office of said City, and called the East road, which said piece of land, hereby granted, is bounded Westerly by the said East Road, Easterly by the said land of the said party of the second part, Northerly partly by land of Peter P. Van Zandt and partly by other of the said Common lands granted, or intended to be granted, to the said Peter P. Van Zandt, and Southerly by other of the said Common lands. Containing twenty-one acres, three roods and five perches, as the same is laid out in a map or survey thereto annexed.

The Westerly line of the part on said map marked "6 acres, 3 roods" represents the fence of said Hugh Gainé. (See following deed and map thereunto annexed.) The said six-acre piece was probably intended to include the portion taken from the Commons by encroachment on the part of said Gainé and his grantors.

Last Will and Testament
of
HUGH GAINÉ.

} Dated 29th April, 1805.
} Proved 2d May, 1807.
} 47 Wills, 11.

After providing for certain legacies and annuities the testator devises all the rest, residue and remainder of his estate, real and personal, to be equally divided between his four daughters, their heirs and assigns, the share of one of said daughters, however, to be held by his executors in trust, as therein specified. He then provides as follows: "Item, I do hereby nominate and appoint my son-in-law, John Kemp, and my friends, Daniel McCormick and Richard Harison, to be the Executors of this my will, authorizing them, or the major part of them, or the survivors or survivor, to sell and dispose of my real estate for the purpose of paying my debts and securing my wife's said annuity, and for the purpose of making the said division of the residue among my children."

Letters testamentary were issued to John Kemp and Daniel McCormick. See 47 Wills, 13.

JOHN KEMP *and* DANIEL MC-
CORMICK, *Executors of* HUGH
GAINÉ,
to
ROBERT CHEESEBROUGH.

DEED.

} Dated 11th May, 1811.
} Ack. 11th May, 1811.
} Rec. 28th May, 1811.
} 93 Conveyances, 455.
} Consideration, \$14,850.

CONVEYS all that certain dwelling-house and tract, piece or parcel of land, being part of the estate of the said Hugh Gaine, deceased, situate, lying and being in the Ninth Ward of the City of New York, on the West side of the old Post Road, and beginning at a point on the old Post Road at the North-east corner of the land late in the occupation of Mr. Hardenbrook, and now in the occupancy of Cato Alexander, running

thence North twenty-three degrees thirty minutes, East along the said old Post Road four hundred and sixty-nine feet nine inches; thence running North eight degrees thirty minutes, East along the said old Post Road three hundred and three feet to land of Peter Prau Van Zandt, and now in the occupation of John Van Zandt; thence along the said land of Peter Prau Van Zandt, now in the possession of John Van Zandt, North forty-eight degrees, West three hundred and forty-five feet; thence running North along the said last-mentioned land of Peter Prau Van Zandt, and now in the occupation of John Van Zandt, forty-four degrees, West two hundred and sixty-four feet; North forty-one degrees twenty minutes, West along said last-mentioned land of Peter Prau Van Zandt, and now in the occupation of John Van Zandt, one hundred and seventy-eight feet and one-half feet to a stake placed on the East side of an intended road, laid down on a map thereof made by William Bridges, City surveyor, called the Third or Harlem Avenue; thence running along the East side of said intended road or Avenue to a stake on the North side of the said property, late in the occupation of Mr. Hardenbrook and now in the occupancy of the said Cato Alexander, two hundred and twenty-nine feet East of the stone fence on the estate of the said Hugh Gaine, which runs South forty-two degrees West; thence running from the said stake along the said property, late in the occupation of Mr. Hardenbrook, and now in that of Cato Alexander, as hereinbefore mentioned, South forty-eight degrees thirty minutes, East four hundred and ninety-one feet; thence running South fifty-one degrees thirty minutes, East four hundred and eighty feet to the place of beginning. Containing about fifteen acres, be the same more or less (all of which may appear more fully by a map of said premises, dated the sixth day of April, in the year of our Lord one thousand eight hundred and eleven, by William Bridges, City Surveyor, and there unto annexed).

DEED.

ELIZA DYCKMAN (<i>widow</i>)	}	Dated 14th May, 1811.
<i>to</i>		Ack. 14th May, 1811.
ROBERT CHEESEBROUGH.		Rec. 28th May, 1811.
		93 Conveyances, 460.
		Consideration, \$10.

RELEASES all interest in the same premises by same description.

DEED.

ROBERT CHEESEBROUGH <i>and</i>	}	Dated 8th Oct., 1823.
CONTENT, <i>his wife,</i>		Ack. 8th Oct., 1823.
<i>to</i>		Rec. 9th Oct., 1823.
JAMES BENEDICT.		169 Conveyances, 455.
		Consideration, \$5,000.

CONVEYS same property by a similar description, the adjacent land being described as belonging to the persons who then owned them.

DEED.

JAMES BENEDICT <i>and</i>	}	Dated 11th April, 1826.
DEBORAH, <i>his wife,</i>		Ack. 19th April, 1826.
<i>to</i>		Rec. 26th April, 1826.
DUDLEY SELDEN.		202 Conveyances, 222.
		Consideration, \$20,000.

CONVEYS same premises by substantially the same description, and also block Eighty-eight of the Common lands.

MORTGAGE.

DUDLEY SELDEN <i>and</i>	}	To SECURE \$10,000.
MARY AUGUSTA, <i>his wife,</i>		Dated 11th April, 1826.
<i>to</i>		Ack. 19th April, 1826.
JAMES BENEDICT.		Rec. 26th April, 1826.
		89 Mortgages, 297.

COVERS same premises.

MORTGAGE.

SAME
to
THE HUDSON INSURANCE
COMPANY.

TO SECURE \$6,000.
Dated 20th April, 1826.
Ack. 24th April, 1826.
Rec. 27th Jan., 1827.
100 Mortgages, 50.

COVERS same premises.

THE HUDSON INSURANCE COM-
PANY
to

The PRESIDENT, DIRECTORS
and COMPANY of THE FULTON
BANK of the City of New York.

ASSIGNMENT.

Dated 19th Jan., 1827.
Proved 24th Jan., 1827.
Rec. 27th Jan., 1827.
100 Mortgages, 54.
Consideration, \$6,000.

ASSIGNS above mortgage.

IN CHANCERY. *Before the Chancellor.*

JAMES BENEDICT

vs.

DUDLEY SELDEN and AUGUSTA M., his
wife, JOHN B. THORP, PHINEAS
FREEMAN, THE HUDSON INSURANCE
COMPANY, the PRESIDENT, DIRECT-
ORS and COMPANY of THE FULTON
BANK of the City of New York, the
PRESIDENT, DIRECTORS and COM-
PANY of THE FRANKLIN BANK of
the City of New York, JAMES KENT,
JOHN K. GOODMAN, WILLIAM ADEE,
JOHN L. NORTON, and THE MOHAWK
INSURANCE COMPANY of New York.

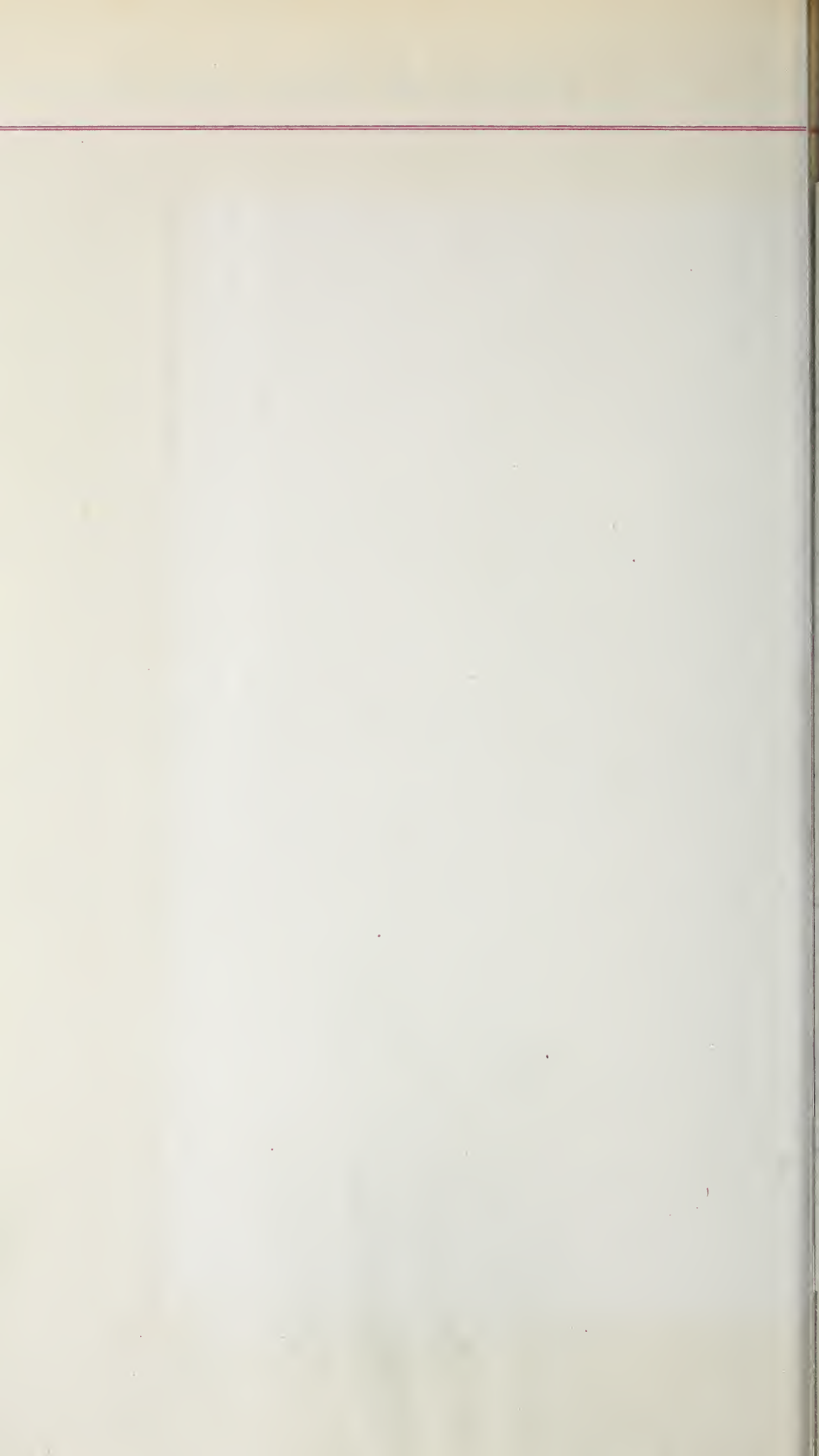
1828—September 16. Decree of foreclosure and sale entered at
Albany.

DEED.

DAVID CODWISE, <i>Master in Chancery,</i> <i>to</i> THOMAS ADDIS EMMET.	{ Dated 18th Feb, 1829. Ack. 21st Feb., 1829. Rec. 28th Mar., 1829. 248 Conveyances, 333. Consideration, \$10,700.
--	---

CONVEYS all the mortgaged premises by same description.

Notes on the Thomas Addis Emmett Tract.

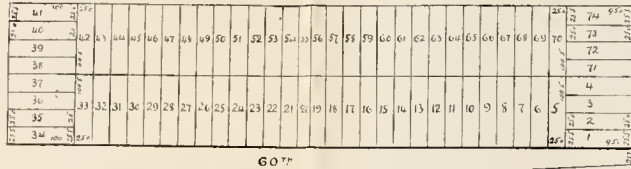
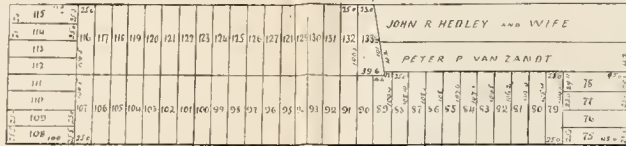
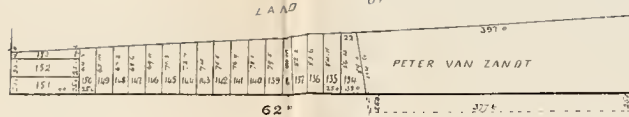


FOURTH

AVENUE

LAND OF WILLIAM

AND



NOTE.- The lot numbers East of Third Avenue are taken from a map recorded in Liber 1007 of Conveyances page 679, and those West of Third Avenue from Map 11889 on N.Y. Map 679; on the lots not numbered the lots & map of this conveyance are written.

59'

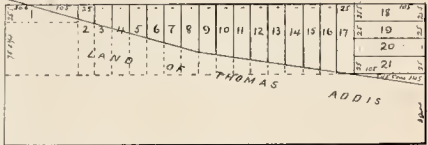
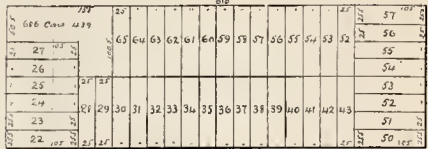
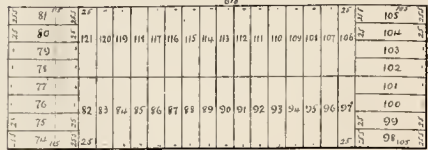
THIRD

STREET

STREET.

STREET.

STREET.



AVENUE

SECOND

THE ADAM TREDWELL TRACT.

The Easterly portion of this tract is included in the following patent :

PATENT.

SIR EDMUND ANDROS,
Governor, etc.,
to
JACOBUS FABRITIUS.

Dated 13th Mar., 1676.
Recorded in Secretary
State's Office at Al-
bany.
4 Patents, 117.

“Whereas there is a certain piece of land lying in common upon this Island Manhattans, the which, by virtue of my warrant, hath been laid out for Mr. Jacobus Fabricius, being in breadth by the river side eighty rods, and in length one hundred and twenty rods. Containing sixty acres. Bounded to the Northeast by the land of Cornelius Mattysen, to the Southwest by the lott number four, and to the Northwest by the Commons, as by the return of the survey under the hand of the surveyor doth and may appeare.”

CONVEYS said premises to the patentee, reserving “a quitt rent of halfe a bushell of good winter wheate.”

DEED.

JACOBUS FABRITIUS	}	Dated 18th July, 1677.
to		Not recorded but re-
WILLIAM WOUTERSE.		cited in Liber 35 Con- veyances., 311.

CONVEYS same premises.

The distance of 120 rods given in this patent is not sufficient to reach the boundary of the common lands as given by Goerck. See map of the patents, ante page 119, for the location of the Westerly line of this patent according to the distance given in said patent. As appears from descriptions in deeds of adjacent property, this tract subsequently became vested in John Van Zandt, and after him in his son Peter Pra Van Zandt.

The portion of the tract in question which lies West of the Third Avenue was conveyed to the said Peter Pra Van Zandt by the following deed:

DEED.

<i>The Mayor, Aldermen and Com-</i>	}	Dated 30th Mar., 1801.
<i>monalty of the City of New York</i>		Recorded in Comptrol-
to		ler's office, New York City, Liber E. City Grants, 48.
PETER PRA VAN ZANDT.	}	Consideration, \$264.64

CONVEYS all that certain piece of land, part of the common lands of the said City, and lying between the land of the said party of the second part and the road laid out and delineated on the general map or survey of the said common lands filed in the Clerk's office in said City and called the East Road, which said piece of land, hereby granted, is bounded Westerly by the said East Road, Easterly by land of the said party of the second part, Northerly by other land of the said Common lands, granted, or intended to be granted, to William and Abraham K. Beekman, and Southerly by other of the said common lands,

granted, or intended to be granted, to Hugh Gaine, as the same is laid out on a map or survey hereunto annexed. Containing Thirteen acres and two roods and twelve perches.

Last Will and Testament
of
 PETER PRA VAN ZANDT.

} Dated 5th Oct., 1810.
 } Proved 18th Sept., 1812.
 } 50 Wills, 291.

After certain legacies, etc., and a devise to his wife of all the rents and profits of his real estate receivable or collectable by his Executors out of his said estate, in lieu and bar of dower, he provides as follows: "Item, I give, devise and bequeath unto my son, John Van Zandt, the old farm whereon he now lives, adjoining the property late of Hugh Gaine, and running from the old Harlaem Road to the East Road, as the same is now in fence, be the number of acres more or less (excepting and reserving a certain inclosure, part of the said farm hereinafter devised to my sons Peter and James). To have and to hold the same, after the death of my said wife, unto my said son John and his heirs forever. And it is my will that my said son John and his family shall have the sole and exclusive privilege of using, occupying and cultivating the said old farm and of residing in the dwelling-house and using the buildings erected thereon, during my wife's life, without paying any rent or compensation therefor, he, the said John, paying the taxes for the same during that period. * * * * * Item, I give, devise and bequeath unto my sons Peter and James a piece of land (being part of the old farm), as the same is now in fence, to be equally divided between them. The said piece of land is bounded Northerly by Beekman's land, Easterly by the new road leading from Inklumburgh to the Dove Lots, and Southerly and Westerly by parts of the old farm hereinbefore devised. The said Peter to hold the Northerly moiety thereof after the

death of my said wife, to him and his heirs forever, and the said James to hold the Southerly moiety thereof after the death of my said wife, to him and his heirs forever."

The following conveyances were made by James Van Zandt and Peter Van Zandt of the *excepted* portions of this tract which were devised to them by the above will:

DEED.

JAMES VAN ZANDT *and*
EXPERIENCE, *his wife,*

to

JOHN R. HEDLEY.

Dated 26th Sept., 1825.
Ack. 1st Oct., 1825.
Rec. 1st Oct., 1825.
198 Conveyances, 68.
Consideration, \$1.00.

CONVEYS all that certain piece of land, part of the old farm of Peter Praa Van Zandt, late of the City of New York, deceased. Bounded Northerly by land of Peter Van Zandt, Easterly by the new road leading from Inkleburgh to the dove lots (now called the third Avenue), and Southerly by land conveyed to Peter P. Van Zandt, attorney-at-law, by the said parties of the first part, in and by a certain deed bearing even date with these presents, and Westerly by part of the old farm aforesaid now belonging to Stephen Thorne, it being part of that piece of land devised, in and by the last will and testament of the said Peter Praa Van Zandt, to the said James Van Zandt, as by reference to the said will will more fully and at large appear.

DEED.

JAMES VAN ZANDT *and*
EXPERIENCE, *his wife,*

to

PETER P. VAN ZANDT.

Dated 26th Sept., 1825.
Ack. 1st Oct., 1825.
Rec. 1st Oct., 1825.
198 Conveyances, 70.
Consideration, \$1.00.

CONVEYS the Southerly part of all that certain piece of land, being part of the old farm of Peter Praa Van Zandt, lately of the City of New York, deceased. Bounded Northerly by land conveyed to John R. Hedley and Ann Eliza, his wife, on the day of the date hereof, by the said parties of the first part, Easterly by the new road leading from Inklinburgh to the dove lots (now called the Third Avenue), and Southerly and Westerly by parts of the old Farm aforesaid now belonging to Stephen Thorne. Containing in width in front and rear forty-two feet, and extending to the full depth of the aforesaid parcel of land.

DEED.

PETER VAN ZANDT *and*
 SARAH, *his wife*,
to
 LEWIS KELLY.

Dated 13th Jan., 1826.
 Ack. 13th Jan., 1826.
 Rec. 28th Jan., 1826.
 198 Conveyances, 432.
 Consideration, \$700.

CONVEYS all that certain piece or parcel of land situated in the twelfth (late ninth) Ward of the City of New York, on the West side of the Third Avenue. Commencing on the third Avenue, at the Southeast corner of lands now or late belonging to William Beekman, and running from thence Westwardly along lands now or late of William Beekman three hundred and ninety-seven feet; thence Southwardly along lands belonging to Stephen Thorne one hundred and fourteen feet and six inches; thence Eastwardly along lands belonging to the heirs of James Van Zandt, deceased, three hundred and seventy-seven feet and six inches, agreeably to the map hereunto annexed, made by Thomas R. Ludlam, City Surveyor, dated January, one thousand eight hundred and twenty-six, and containing one acre and fourteen perches.

MORTGAGE.

JOHN VAN ZANDT *and*
 SARAH, *his wife*,
to
 JEREMIAH MALLOUGH.

TO SECURE \$10,000.
 Dated 24th Nov., 1812.
 Ack. 7th Dec., 1812.
 Rec. 8th Dec., 1812.
 29 Mortgages, 70.

COVERS all that certain lott, piece or parcel of land situate, lying and being in the Ninth Ward of the City of New York, near the five-mile stone and the old Post Road, late belonging to the estate of Peter P. Van Zandt, deceased, as the same was devised by him to the said John Van Zandt. Butted and bounded as follows, to wit: Easterly on the Post Road, Northerly by land now or late belonging to Abraham V. Beekman, in the rear by the Fourth Avenue, Southerly by land of Robert Cheeseborough and lands of Hugh Gain, deceased, on the Easterly side on the old Post Road seven hundred and nineteen feet ten inches, Northerly by lands of A. V. Beekman, as aforesaid, two thousand and eighty-five feet, on the Fourth Avenue seven hundred and twenty-one feet, on the Southerly side one thousand eight hundred and forty-one feet. Containing in the whole twenty-four acres, three roods and thirty poles and one-fourth of a pole. Excepting and reserving therefrom, nevertheless, a certain plot or piece of land on the Northerly side of the said tract devised by the said Peter P. Van Zandt to his sons Peter and James. Containing one acre, three roods and twelve and an half poles.

IN CHANCERY. *Before Chancellor.*

JEREMIAH MALLOUGH

vs.

JOHN VAN ZANDT *and* SARAH, *his*
wife, GILBERT SHOTWELL, ANDREW
 BRUNN, JOSEPH NEAL *and* NAOMI,
his wife, *and* STEPHEN LATHAM.

- 1814—November 15. Bill filed to foreclose above mortgage.
- 1815—March 17. Answer of Andrew Brunn, filed.
- March 29. Answer of John Van Zandt, filed.
- May 13. Answer of Sarah Van Zandt, filed.
- May 26. Replication, filed.
- May 30. Order *pro confesso* against defendants
Neal and wife and Latham.
- June 22. Order of reference to Master to compute
amount due.
- June 29. Master's report, filed.
- June 29. Decree of foreclosure and sale entered.
- August 15. Report of sale, filed.

FLAMEN BALL,
Master in Chancery,
to

ADAM TREDWELL and
STEPHEN THORNE, JR.

DEED.

Dated 24th Aug., 1815.
Ack. 24th Aug., 1815.
Rec. 26th Aug., 1815.
111 Conveyances, 148.
Consideration, \$13,000.

CONVEYS all the mortgaged premises by substantially the same description.

Last Will and Testament
of

STEPHEN THORNE, JR.

Dated 12th Sept., 1827.
Proved 28th May, 1828.
62 Wills, 148.

After sundry devises and legacies the testator provides as follows: "I give and devise to the said Adam Tredwell, Lef-
fert Lefferts and my executors hereinafter named, the survivors
and survivor of them and the heirs of such survivor, all and sin-
gular my lands, tenements and real estate, of every kind and

nature and wheresoever situate. In trust to sell and dispose of the same, as soon after my decease as can conveniently be done, for cash or upon a reasonable credit, and in such parcels and manner as my said executors, the survivors or survivor of them, shall think most beneficial, and in the meantime, and until such sale or sales shall be made, to receive the rents and profits thereof; and I direct that the net proceeds of the sales and income thereof be applied, together with my personal estate, towards making good and paying the legacies hereinbefore mentioned and bequeathed. And as to any surplus which may remain of the net proceeds of the sales of my said real estate, and also of my personal and other estate after satisfying the legacies aforesaid and all other lawful charges against my estate, I give and bequeath the same to the children which may be living at my decease of my said brother Edward, equally to be divided between them, share and share alike; and in case it should so happen that any of his children should, at the time of my decease, be dead, leaving lawful issue then living, such issue shall take the share to which the parent thereof, if living, would have been entitled. I hereby nominate and appoint the said Adam Tredwell, Leffert Lefferts, and the survivors and survivor of them, Executors of this my will, hereby giving to them, or to the major part of them, who shall for the time being be my acting Executors, full power to execute all and singular the trusts herein contained."

By codicil dated 16 April, 1828, the testator appoints John C. Freake and Seabury Tredwell also executors of his said will, giving them the like powers and trusts as to the Executors named in the will.

Letters Testamentary were granted to Adam Tredwell and Leffert Lefferts on 28 May, 1828. See Liber 62 Wills, 152.

The children of Edward Thorne, who were named as residuary legatees in the preceding will, were Stephen R. Thorne and Abraham B. Thorne.

The bill in the following suit states that the debts and legacies were then all paid or provided for.

IN CHANCERY. *Before Chancellor.*

ADAM TREDWELL	}
<i>vs.</i>	
LEFFERT LEFFERTS, STEPHEN R.	}
THORNE <i>and</i> ABRAHAM B. THORNE.	

- 1829—March 5. Bill filed, asking leave to purchase the farm in question, at a sale to be made under the direction of the Court.
- May 16. Answer of Leffert Lefferts, filed.
- May 16. Answer of Stephen R. Thorne and Abraham B. Thorne, by Seabury Tredwell, their guardian, filed.
- June 1. Order of reference on facts stated in bill.
- June 6. Master's report, filed.
- November 4. Decree entered, allowing Adam Tredwell to become the purchaser of said tract, and providing that his title shall be as valid as if he was not such trustee and executor, but that said tract shall be sold at public auction under the direction of Thomas Bolton, Master in Chancery, after three weeks' notice in one or more papers, and that said Master shall join in such conveyance.

ADAM TREDWELL *and* LEFFERT LEFFERTS, *Executors of*
STEPHEN THORNE, JR.,
of 1st part,
and THOMAS BOLTON,
Master in Chancery,
of 2d part,
to
BENJAMIN M. TREDWELL,
of 3d part.

DEED.

Dated 24th Feb., 1830.
Ack. 3d Mar., 1830.
Rec. 11th Mar., 1830.
258 Conveyances, 612.
Consideration, \$1,087.50

CONVEYS the one equal undivided moiety or half part of all that certain piece or parcel of land situate, lying and being in the Ninth Ward of the City of New York, formerly belonging to the estate of Peter P. Van Zandt, deceased. Butted and bounded as follows: Easterly on the old Post Road, Northerly by land now or late of Abraham Beekman, Westerly by the Third Avenue, and Southerly by land late of Robert Cheesborough, now of Thomas A. Emmet, this piece of parcel of land being divided by Sixty-first street, and containing, exclusive of said Sixty-first street, ten acres and one-quarter of an acre, be the same more or less.

Also the one equal undivided moiety or half part of all that certain other piece or parcel of land, situate, lying and being in the Ninth Ward of the City of New York aforesaid, late belonging to the estate of the said Peter P. Van Zandt, aforesaid, deceased, on the West side of the Third Avenue aforesaid, and opposite the piece or parcel of land herein last above conveyed and described. Butted and bounded as follows: on the East partly by the Third Avenue and land of John R. Hedley, on the North partly by the said land of John R. Hedley and partly by land of Abraham K. Beekman, Westerly by the Fourth Avenue as the fence now stands and to the extent which the

conveyance to the said Adam Tredwell and Stephen Thorne, Jr., includes, and Southerly by land now or late of Robert Cheesborough. Containing about twelve acres, be the same more or less.

BENJAMIN M. TREDWELL *and*
 THOMAS BOLTON, *Master in*
Chancery,
to
 ADAM TREDWELL.

DEED.

Dated 24th Feb., 1830.
 Ack. 9th Mar., 1830.
 Rec. 11th Mar., 1830.
 258 Conveyances, 617.
 Consideration, \$1.00.

CONVEYS all and singular the premises, pieces or parcels of land described and conveyed by the foregoing indenture to the said Benjamin Tredwell.

The division line between lots 93 and 88 of the common lands did not run exactly parallel with Sixtieth street, but intersected the Southerly side thereof near Fourth Avenue. Adam Tredwell conveyed this small gore South of Sixtieth street to William Beach Lawrence. See Liber 333 Conveyances, 110. The rest of the portion West of Third Avenue was conveyed by the following deed:

ADAM TREDWELL *and*
 JANE, *his wife,*
to
 CORTLAND PALMER *and*
 HENRY H. ELLIOTT.

DEED.

Dated 12th May, 1835.
 Ack. 13th May, 1835.
 Rec. 25th May, 1835.
 338 Conveyances, 41.
 Consideration, \$60,000.

CONVEYS all that certain tract, piece or parcel of land situate, lying and being in the Twelfth Ward of the City of New York, bounded Easterly by the Third Avenue, Southerly by the centre

of Sixtieth street, Westerly by the Fourth Avenue, and Northerly by lands now or formerly of Abraham K. Beekman. Containing between eleven and twelve acres, be the same more or less. Beginning at a point on the Westerly side of the Third Avenue, where a line drawn through the centre of Sixtieth street would intersect said street; thence Westerly along said line about nine hundred and twenty feet to the Fourth Avenue; thence Northerly along the Fourth Avenue about six hundred and eleven feet six inches to lands now or formerly of Abraham K. Beekman; thence Easterly along said Beekman's land about five hundred and twenty-four feet to land late of John R. Hedley; thence Southerly along said Hedley's land about two hundred and forty-two feet; thence Easterly along said Hedley's land about three hundred and fifty-seven feet to the Third Avenue; thence Southerly along the Third Avenue about three hundred and ninety-three feet ten inches to the place of beginning, be the said dimensions more or less.

MORTGAGE.

CORTLAND PALMER <i>and</i> HENRY H. ELLIOTT <i>to</i> ADAM TREDWELL.	TO SECURE \$30,000. Dated 12th May, 1835. Ack. 13th May, 1835. Rec. 25th May, 1835. 184 Mortgages, 271.
---	---

COVERS same premises by same description.

The said Adam Tredwell died seized of the greater portion of the tract in question which lies East of the Third Avenue, leaving a will as follows:

<i>Last Will and Testament</i> <i>of</i> ADAM TREDWELL.	Dated 3d Dec., 1839. Proved 22d June, 1852. 104 Wills, 278.
---	---

After certain legacies and specific bequests the testator provides as follows : "Ninth. I do hereby give, devise and bequeath to my said Executors, or such of them as may qualify, and to the survivors and survivor of them, all and singular my household furniture. * * * * * And also the one-fourth part of the rest, residue and remainder of my property and estate or other proportion thereof intended for, or which, under this my will, may fall to the share of my daughter, Elizabeth K. Titus, the wife of James H. Titus. To Have and to Hold the same to them my said Executors or the survivors or survivor of them, but in trust nevertheless for the sole and separate use and benefit of my said daughter, Elizabeth K. Titus, and not liable or subject in any manner to the use, benefit, management, control, debts or liabilities, either present or future, of her said husband, the said James H. Titus, for and during the lifetime of my said daughter. and in case her said husband survives her, then and in that case during his own life, in regard, however, only to the said store and lot on Beekman Street. And my said Executors are hereby authorized and directed to suffer and permit my said daughter to use and possess the said furniture for the purpose of housekeeping, without paying any rent or other compensation therefor ; and they are also further authorized and directed to rent and lease or demise the aforesaid two stores at their best discretion, and receive the rents, issues and profits thereof, and to put all necessary and proper repairs thereon from time to time ; and they are also hereby authorized to keep the same continually and sufficiently insured against loss or damage by fire ; and they are hereby authorized and directed to invest and improve all and singular the other property and estate, both real and personal, hereby devised and bequeathed to them in trust for my said daughter, the said Elizabeth K. Titus, and to pay over the net rents, issues, profits and other income of all and singular the property and estate, both real and personal, hereby devised and bequeathed

to my said Executors in trust for my said daughter, Elizabeth K. Titus, to her from time to time, upon her own separate receipt therefor, which she is hereby authorized and empowered to give during and notwithstanding her existing coverture, and for her own separate use and benefit. And I do hereby fully authorize and empower my said daughter, at any time during her life, and notwithstanding her marriage, and whether she have issue hereafter or not, by her last will and testament or other instrument of appointment, to be executed by her, under her hand and seal, in the presence of two or more attesting witnesses, and to take effect upon her death but not before, to give, devise, limit and appoint, at her own free will and pleasure, and to such person or persons and under such limitations and restrictions as she may deem proper, any sum out of the trust estate for her benefit, other than the aforesaid two lots and stores, not exceeding fifteen thousand dollars. And I do hereby direct and authorize my said Executors to pay and apply the said sum so to be appointed by her, agreeably to such her appointment thereof. And should my said daughter die in the lifetime of her said husband, whether she shall have left issue or not, then and in that case I do hereby authorize and empower my said executors to pay over to him the rents and profits of the said store and lot in Beekman Street for and during the residue of his natural life, to be paid by them into his own hand and upon his own receipt, as and when the same shall be received by my said executors. And upon the death of my said daughter, should she leave any issue her surviving, then and in that case I hereby give, devise and bequeath the said trust estate for her benefit to such issue; if only one, then to that one solely; but if more than one, and of the same degree, then to them equally or share and share alike; but if of different degrees, then by representation, subject always to the provision herein made for the said James H. Titus in case he shall survive his said wife, and also subject to her power of appoint-

ment as to the said sum of fifteen thousand dollars. But should she die without leaving any issue her surviving, then and in that case I hereby give, devise and bequeath said trust estate for her benefit, subject always to the provision herein made for the said James H. Titus, in case he shall survive his said wife, and to her power of appointment in regard to the said sum of fifteen thousand dollars, to my said two sons and grandson, share and share alike, and to their respective heirs, executors, administrators and assigns forever, the said share thereof to my said grandson to be subject to the same contingencies, limitations and restrictions as are hereafter declared in regard to his share and estate under this my will. Tenth. All the rest, residue and remainder of my estate and property, both real and personal, whatsoever and wheresoever situate, including the one-fourth part thereof above devised and bequeathed to my said executors in trust for my said daughter, Elizabeth K. Titus, I do hereby direct to be divided into four equal parts, as nearly as may be practicable, one of which parts I have herein already devised and bequeathed to my said executors in trust for my said daughter; and I hereby give, devise and bequeath one other of the said four parts to my said son, Benjamin M. Tredwell, his heirs, executors, administrators and assigns forever; and I do hereby give, devise and bequeath one other of the said four parts to my said son, Lambert H. Tredwell, his heirs, executors, administrators and assigns forever; and I do hereby give, devise and bequeath the said remaining fourth part thereof to my said grandson, Adam Tredwell Sackett, in case and provided he shall live to arrive to the age of twenty-one years, and until he shall arrive at that age I do hereby direct my said executors to rent, invest and improve the said one-fourth part and accumulate the income thereof for his use and benefit, and should he die under the age of twenty-one years and without leaving any lawful issue, then I give, devise and bequeath all

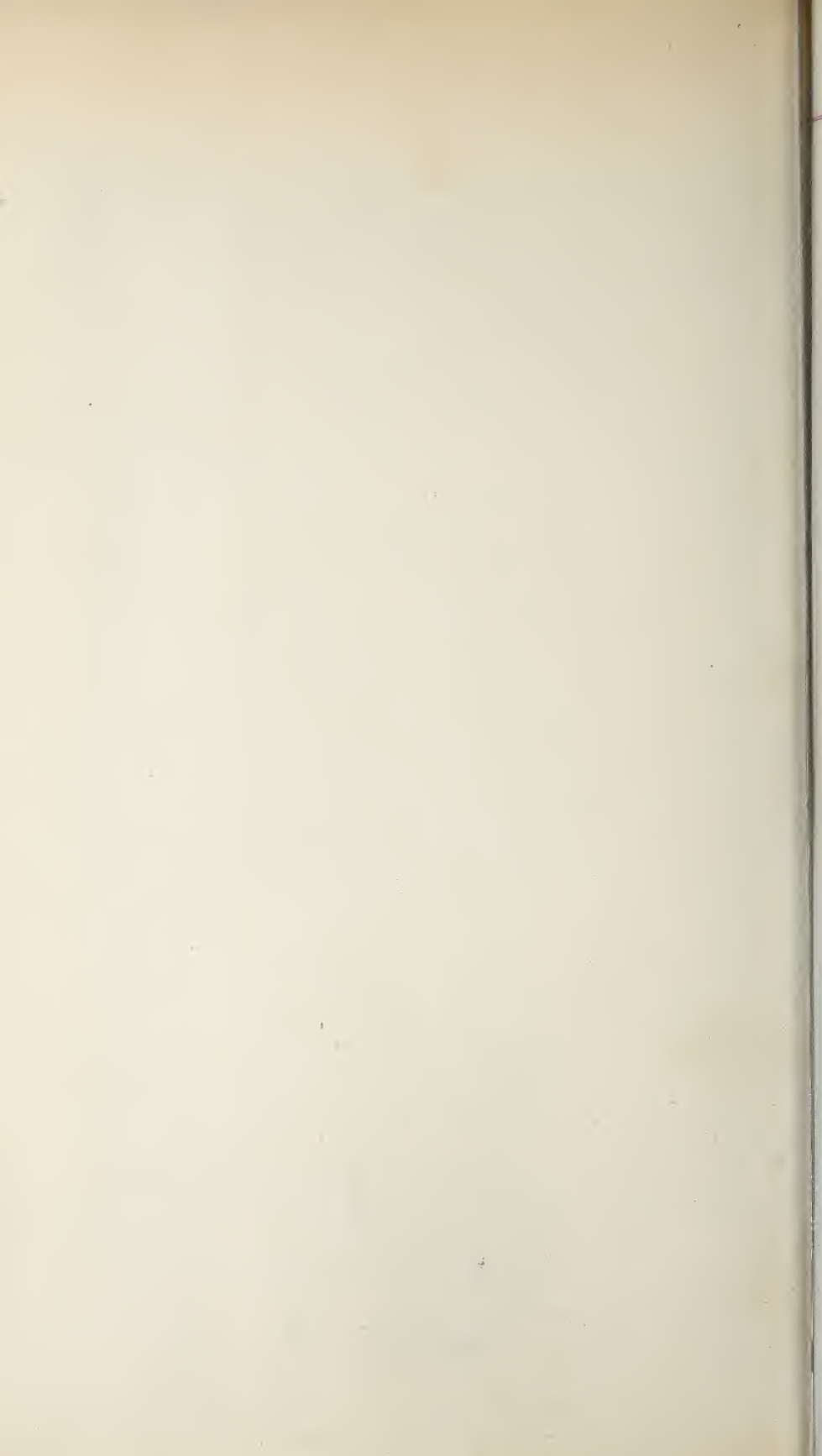
and singular the part, portion or share which he would otherwise derive or have under this my will, to my said two sons, each the one equal third part thereof, and the other third part thereof to my said executors in trust for my said daughter upon the trusts herein declared in regard to her; and should either of my said two sons or my said daughter then be dead, leaving issue, such issue to stand in the place and have the share thereof which would have gone to the deceased parent, if living; but should my said grandson die under the age of twenty-one years, leaving lawful issue him surviving, then I give, devise and bequeath his share under this my will to such issue; if only one, then to that one solely; and if more than one, then to them equally, share and share alike. Eleventh. I do hereby authorize and empower my acting executors, or a majority of them, and the survivors and survivor of them, by good and sufficient deeds or conveyances in the law, to sell and dispose of at public or private sale, at such time and in such places and for such reasonable price or prices as can be obtained therefor, and either for cash or upon credit, or partly for cash and partly upon credit, as to them or him shall seem best, all or any part or parts of my real estate not hereinbefore specifically devised, as well for any of the purposes hereinbefore mentioned as for the purpose of making a partition or division thereof among the legatees and devisees herein named or otherwise howsoever. * * * * * Lastly, I do hereby nominate, constitute and appoint my brother, George Tredwell, and my said two sons, Benjamin M. Tredwell and Lambert H. Tredwell, the executors of this my last will and testament."

By a codicil dated 2d June, 1849, testator also appoints his son-in-law, James H. Titus, and his grandson, Adam Tredwell Sackett, additional executors of his said will.

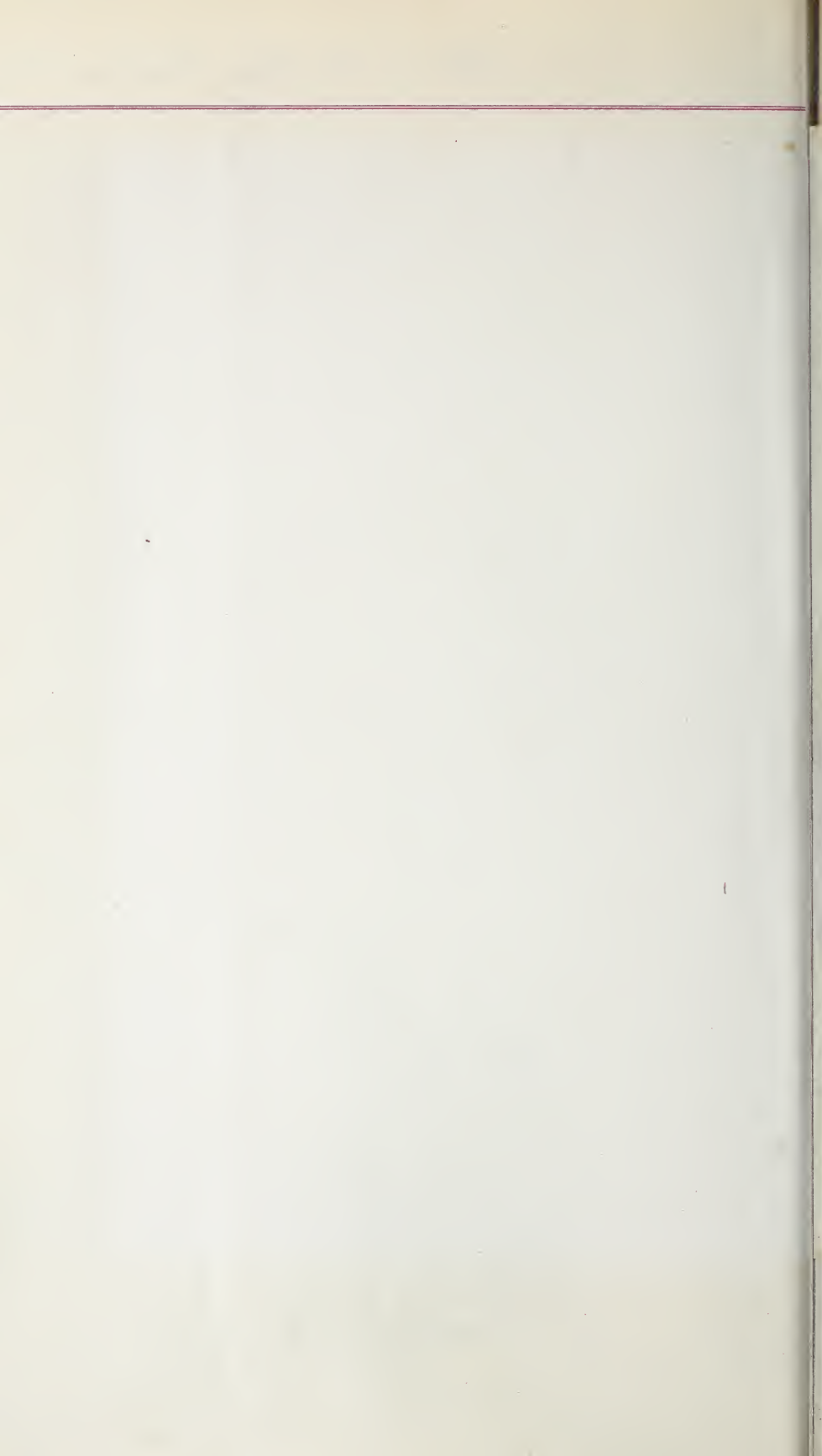
Letters testamentary were granted to Benjamin M. Tredwell on 30 June, 1852 (see Liber 10 Letters Testamentary, page 297)

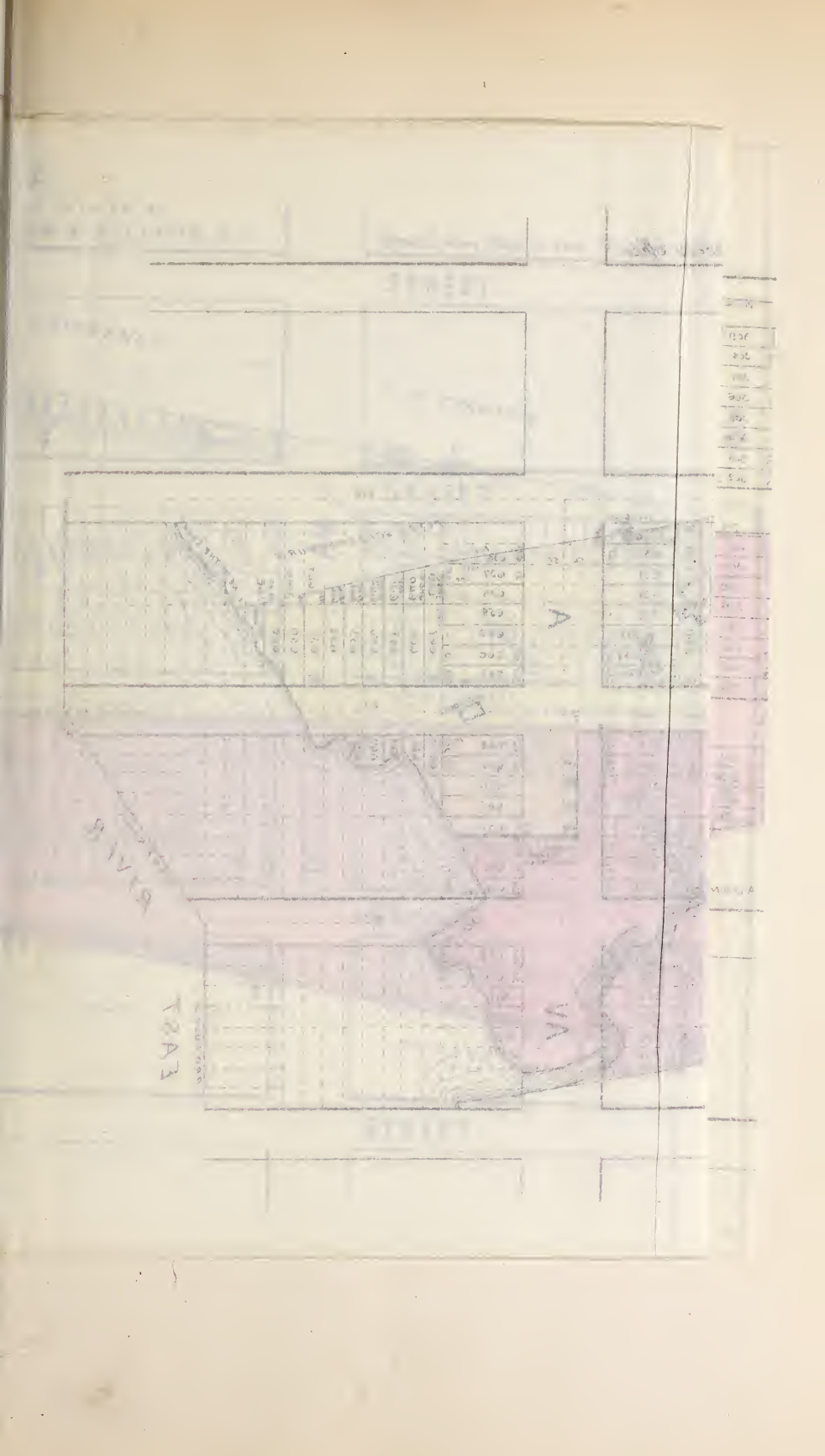
and to James H. Titus and Adam T. Sackett on 2 May, 1859 (see Liber 16 Letters Testamentary, page 367).

Shortly after the death of the said Adam Tredwell a partition was made of said portion of this tract lying East of the Third Avenue, of which the testator died seised. On such partition the following lots, numbered upon a map recorded in Liber 1,007 Conveyances, page 679 (an extract from which is given on the diagram at the head of this abstract), viz.: lots numbered 74 to 77, both inclusive, 82 to 101, both inclusive, 27, 81 and 125 were set apart as the share of the said Elizabeth K. Titus, and sold by her trustees under the power in the will (see recitals in Liber 1,007 Conveyances, page 679); lots numbers 26, 39 to 55, both inclusive, 62, 63, 66 to 73, both inclusive, 78, 79, 80, 102 to 124, both inclusive, 126 to 142, both inclusive, were set apart as the shares of Benjamin M. Tredwell and Lambert H. Tredwell, they agreeing to hold the same as tenants in common (see Liber 670 Conveyances, page 50); lots numbers 1 to 25, both inclusive, 28 to 38, both inclusive, were set apart to Adam T. Sackett (see Liber 670 Conveyances, page 55). The said Benjamin M. Tredwell and Lambert H. Tredwell having both died intestate, leaving the said Elizabeth K. Titus and Adam T. Sackett their only heirs-at-law, the latter partitioned between themselves all said lots so descending to them, except lots 80 and 142, and on such partition lots 39 to 55, both inclusive, 60 to 63, both inclusive, 26, 27, 122 to 125, both inclusive, 66 to 73, both inclusive, were set apart to Adam T. Sackett (see Liber 929 Conveyances, page 110); lots 76 to 79, both inclusive, 99 to 121, both inclusive, 126 to 141, both inclusive, were set apart to Elizabeth K. Titus (see Liber 929 Conveyances, 113). A deed (recorded in Liber 1,007 Conveyances, page 679) was obtained by said Sackett and Mrs. Titus, for further assurance, from the Executors of said Adam Tredwell, the said Executors not having joined in the partition deed to Benjamin M. Tredwell and Lambert H. Tredwell.



Notes on the Adam Fredwell Tract.





City of New York

Table with 10 columns and 10 rows of lot numbers.

Table with 10 columns and 10 rows of lot numbers.

Table with 10 columns and 10 rows of lot numbers.

Table with 10 columns and 10 rows of lot numbers.

Table with 10 columns and 10 rows of lot numbers.

AV.

3RD

Table with 10 columns and 10 rows of lot numbers.

Table with 10 columns and 10 rows of lot numbers.

Table with 10 columns and 10 rows of lot numbers.

Table with 10 columns and 10 rows of lot numbers.

Table with 10 columns and 10 rows of lot numbers.

AV.

2ND

Table with 10 columns and 10 rows of lot numbers.

Table with 10 columns and 10 rows of lot numbers.

Table with 10 columns and 10 rows of lot numbers.

Table with 10 columns and 10 rows of lot numbers.

Table with 10 columns and 10 rows of lot numbers.

65TH

64TH

63RD

62ND

61ST

W B LAWRENCE

JOSEPH C HART

ADAM TREADWELL

OTHERS

OTHERS

OTHERS

MAP

OF THE PARTITION OF THE ESTATE OF

WM BECKMAN & ABRAHAM K. BECKMAN, DECEASED

IN

DECEASED

IN

DECEASED

IN

DECEASED

IN

DECEASED

IN

DECEASED

IN

DECEASED

IN

DECEASED

IN

DECEASED

IN

DECEASED

IN

DECEASED

IN

DECEASED

IN

DECEASED

IN

DECEASED

Copied from Map on Case No 205. 7th of Registry Office

STREET.

Table with 10 columns and 10 rows of lot numbers.

STREET.

Table with 10 columns and 10 rows of lot numbers.

STREET.

Table with 10 columns and 10 rows of lot numbers.

STREET.

Table with 10 columns and 10 rows of lot numbers.

STREET.

STREET.

STREET.

Table with 10 columns and 10 rows of lot numbers.

Table with 10 columns and 10 rows of lot numbers.

Table with 10 columns and 10 rows of lot numbers.

Table with 10 columns and 10 rows of lot numbers.

STREET.

STREET.

STREET.

STREET.

STREET.

STREET.

STREET.

STREET.

STREET.

STREET.

STREET.

STREET.

STREET.

STREET.

STREET.

STREET.

STREET.

STREET.

STREET.

STREET.

STREET.

STREET.

STREET.

STREET.

STREET.

STREET.

STREET.

STREET.

STREET.

STREET.

STREET.

STREET.

THE ABRAHAM AND WILLIAM BEEKMAN TRACT.

The Eastern portion of this tract is included in the following patent :

PATENT.

SIR EDMUND ANDROS,
Governor, etc.,
to
JACOBUS FABRICIUS.

Dated 13th Mar., 1676.
Recorded in Secretary
State's Office at Al-
bany.
4 Patents, 117.

“Whereas there is a certain piece of land lying in common upon this Island Mannhattans, the which, by virtue of my warrant, hath been laid out for Mr. Jacobus Fabricius, being in breadth by the river side eighty rods, and in length one hundred and twenty rods. Containing sixty acres. Bounded to the Northeast by the land of Cornelius Mattysen, to the Southwest by lott number four, and to the Northwest by the Commons, as by the return of the survey under the hand of the surveyor doth and may appear.”

CONVEYS said premises to the patentee, reserving “a quittance of halfe a bushell of good winter wheate.”

DEED.

JACOBUS FABRICIUS
to
 WILLIAM WOUTERSE.

Dated 18th July, 1677.
 Recited in Liber 35 Con-
 veyances., 311.

CONVEYS same premises.

The Northeasterly half part of said patent, which is the part now in question, as appears from recitals in the deed herein-after set forth, recorded in Liber 35 Conveyances, page 311, was conveyed by the said William Wouterse and Angenitie, his wife, to Peter Buckholst, by deed dated 28 February, 1686, and by the said Peter Buckholst and Elsie, his wife, to Jan Van Seuenhoven, who devised the same to his wife for life, remainder in fee to his daughter Anneke, wife of Nicholas Dyckman. The said Anneke and Nicholas Dyckman thereafter, by lease and release dated 17th and 18th May, 1751, conveyed the same premises to David Devoore, Jr.

LEASE.

DAVID DEVOORE, JUN.,
to
 WILLIAM BEEKMAN, JUN., *and*
 ABRAHAM BEEKMAN.

Dated 29th April, 1760.
 Proved 4th June, 1760.
 Rec. 4th June, 1760.
 35 Conveyances, 310.
 Considerat'n, 5 shillings.

DEMISES for one year all that certain piece or parcell of land, with the messuage and buildings thereon erected, scituate, lying and being in the outward of the City of New York, adjoining to the East River, being the Northeasterly half of a certain tract or parcell of land, granted in fee by Sir Edmund Androse, formerly Governour of this Province, to Jacobus Fabritius and his heirs, in breadth by the River side eighty rods and in length one hundred and twenty rods, containing sixty acres. Bounded to the Northeast by the land of Cornelius

Mattyson, to the Southwest by lot number four, and to the North by lands of the Mayor, Aldermen and Commonalty of the City of New York, which said Northeasterly half of the said tract in its present location is bounded on the Northeast by land of John Boss, and on the Southwest by land of John Van Zandt, on the Southeast by the River, and on the Northwest by lands of the Mayor, Aldermen and Commonalty of the City of New York. Containing thirty acres.

DAVID DEVOORE, JR., <i>and</i> MARITIE, <i>his wife,</i> <i>to</i> WILLIAM BEEKMAN, JUN., <i>and</i> ABRAHAM BEEKMAN.		RELEASE. — Dated 30th April, 1760. Ack. 5th May, 1760. Rec. 4th June, 1760. 35 Conveyances, 311. Consideration, £820.
---	--	---

RELEASES same premises by same decription.

<i>Last Will and Testament</i> <i>of</i> ABRAHAM BEEKMAN.		Dated 2d Aug., 1788. Proved 28th Oct., 1789. 40 Wills, 304.
---	--	---

After certain legacies the testator provides as follows : “ And it is my will and I do give and bequeath unto the said Abraham Van Gelder the privilege of living and a maintenance on the farm which I hold in common with my said brother, William Beekman, as long as he, the said Abraham Van Gelder, shall think proper. Item, I do give and devise unto my beloved nephew, Abraham K. Beekman, second son of my brother, James Beekman, one equal undivided half part of the farm on which I now reside, situate in the outward of the City of New York, and which I hold as aforesaid in common with my said brother, William Beekman. * * * * * To have and to hold all and singular the said land, ground, estates

hereditaments and premises above mentioned, with their, and every of their, rights, members and appurtenances, unto my said nephew, Abraham K. Beekman, his heirs and assigns, to his and their only proper use and benefit and behoof forever."

The distances given in the patent above set forth are not sufficient to carry the Westerly boundary of the premises thereby conveyed as far West as the line of the Common Lands which is given by Goerck. (See map of the patents ante page 119.)

DEED.	
<i>The Mayor, Aldermen and Commonalty of the City of New York</i>	Dated 30th Mar., 1801. Recorded in Comptroller's office, Liber E. City Grants, 50. Consideration, \$718.38
<i>to</i>	
WILLIAM BEEKMAN and ABRAHAM K. BEEKMAN.	

CONVEYS all that certain piece of land, part of the common lands of the said City, and lying between the lands of said parties of the second part and the road laid out and delineated on the general map or survey of the said common lands filed in the Clerk's office of the said City and called the East Road, which said piece of land, hereby granted, is bounded Westerly by the said East Road, Easterly by land of said party of the second part, Northerly by other of the said common lands, and Southerly by other of the said common lands granted or intended to be granted to Peter Pra Van Zandt, as the same is laid out on the map or survey hereunto annexed. Containing fifteen acres, one rood and sixteen perches.

<i>Last Will and Testament</i>	Dated 6th Oct., 1807. Proved 19th Sept., 1808. 47 Wills, 416.
<i>of</i>	
WILLIAM BEEKMAN.	

“First. I will and direct that all my just debts and funeral charges be paid by my Executor in a convenient time after my decease. Second. Whereas my late uncle, Abraham Beekman, deceased, hath devised and bequeathed the greater part of his Estate to my brother, Abraham K. Beekman (to the exclusion of all my other brothers and Sisters), therefore I give and bequeath unto my said beloved brother Abraham a Suit of Mourning and a Gold Mourning Ring only, as a pledge of my fraternal affection for him. Third. And all the rest and residue of my Estate, both Real and personal, whatsoever and where-soever situated, I give, devise and bequeath unto my beloved brothers, James Beekman, John Beekman, Gerard Beekman and Samuel Beekman, and unto my beloved Sisters, Jane (the wife of Stephen V. Cortlandt), Catharine (wife of Elisha Boudinot), Mary (wife of Stephen N. Bayard), and Cornelia (wife of Isaac B. Cox), to each of them, their Heirs and assigns forever, one equal eighth part or share thereof to be divided between them as Tenants in common and not as joint tenants. Nevertheless it is my will that if my said sisters, or either of them, should die without leaving Issue at the time of her death, that then the respective share or shares of my Estate, to which she or they would have been entitled by Virtue of the former clause in this my last will and testament, shall vest in Fee Simple in my surviving brother or brothers, sister or Sisters, and the issue of such of them as may then be dead, share and share alike, such issue to take equally such portion only as would have gone to his or their parents, if living; and the property which shall so survive to any of my Sisters shall likewise be liable to survive in the same manner as the property so directly devised to them and on the like conditions. Lastly, I make and ordain my said brothers, James, John, Gerard and Samuel Beekman, to be Executors of this my last will and Testament, hereby utterly disallowing and revoking all former wills by me made, and giving my said executors, the

survivors or survivor of them, full and ample power to dispose of all or any part of my real estate, whatsoever or wheresoever situate, either at public or private sale, in such manner and at such times as they may think proper, with full power to execute good and sufficient conveyances in the law to the purchasers thereof, their heirs and assigns."

Abraham K. Beekman entered into an agreement, dated 28th September, 1808, with the devisees of said William Beekman to divide said farm into two equal parts, and appointed Thomas Marston, Edmund Seaman, and Francis B. Winthrop Commissioners, to make such partition. The said Commissioners duly made their award by instrument dated 17th November, 1808, in pursuance of which the following deeds of partition were executed :

ABRAHAM K. BEEKMAN *and*
 JOANNA, *his wife*,
to
 JAMES BEEKMAN *and* LYDIA,
his wife, JOHN BEEKMAN *and*
 MARY, *his wife*, GERARD BEEK-
 MAN, SAMUEL BEEKMAN, STE-
 PHEN VAN CORTLANDT *and*
 JANE, *his wife*, ELISHA BOU-
 DINOT *and* CATHARINE, *his*
wife, STEPHEN N. BAYARD
and MARY, *his wife*, ISAAC B.
 COX *and* CORNELIA, *his wife*.

PARTITION DEED.

Dated 4th Feb, 1809.
 Ack. 30th May, 1809.
 Rec. 5th June, 1809.
 83 Conveyances, 189.
 Consideration, \$1.00.

CONVEYS all that part of the said tract of land which lies on Southwesterly side and on the Northwesterly side of the line of partition so made, and award as aforesaid, which said line of partition is : Beginning on the bank of the East River at a stone wall, now being erected there, and at a station which is distant

(on a course now bearing North Fifty-six degrees thirty minutes West) one hundred and fifteen feet from a stone set in the ground marked A. K. B.-W. B., and running from the said stone wall North fifty-six degrees thirty minutes West one hundred and fifteen feet to the said stone so set in the ground and marked A. K. B.-W. B. as aforesaid ; thence North thirty-three degrees and thirty minutes, East one hundred and thirty feet ; thence North fifty-six degrees and thirty minutes, West one thousand five hundred and forty-five feet to the middle of the present highway, thence along the same North two degrees forty-five minutes, West three hundred and twenty feet ; thence North fifty-six degrees thirty minutes, West four hundred and five feet ; thence North thirty-three degrees thirty minutes, East forty feet ; thence North fifty-six degrees thirty minutes, West five hundred and ten feet ; and thence North thirty-three degrees and thirty minutes, East two hundred and thirty feet. And the said line of partition also extends from the place of beginning as aforesaid into the river so far as the said parties can extend their claim, and on a course now bearing South fifty-six degrees and thirty minutes East from the stone so set in the ground and marked as aforesaid, and all that part of the said farm or tract of land which lies on the Southwesterly side thereof, and on the Northwesterly side thereof (according to a map of the premises made by Adolphus Loss, City Surveyor, and for the greater certainty hereunto annexed). Habendum as tenants in common, and not as joint tenants, in like manner and proportion as they are severally and respectively now entitled to hold as tenants in common the part or share of the said William Beekman, deceased, in the premises, by virtue of his said last will and testament, or otherwise, and in no other manner or proportion whatsoever.

JAMES BEEKMAN *and* LYDIA, *his*
wife, JOHN BEEKMAN *and*
 MARY, *his wife*, GERARD BEEK-
 MAN, SAMUEL BEEKMAN, STE-
 PHEN VAN CORTLANDT *and*
 JANE, *his wife*, ELISHA BOU-
 DINOT *and* CATHARINE, *his*
wife, STEPHEN N. BAYARD
and MARY, *his wife*, ISAAC B.
 COX *and* CORNELIA, *his wife*,

to

ABRAHAM K. BEEKMAN.

PARTITION DEED

Dated 4th Feb., 1809.

Ack 31st May, 1809.

Rec.^d 5th June, 1809.

83 Conveyances, 193.

Consideration, \$1.00.

CONVEYS all that part of the said tract of land which lies on the Northeasterly side of the line of partition, so made and award as aforesaid, which line of partition is described as in previous deed.

Last Will and Testament
of
 ABRAHAM K. BEEKMAN.

Dated 30th Oct., 1816.

Proved 27th Dec., 1816.

53 Wills, 431.

After sundry specific devises and legacies he provides as follows: "Item, I do hereby give, devise and bequeath unto my said wife, Johannah, the use and income of my farm and Homestead in the Ninth Ward of the City of New York, for and during her natural life, to be kept in repair by my executors as hereinafter provided. And I do further give, devise and bequeath unto my said wife, Johannah, the sum of two thousand five hundred dollars annually, to be paid to her by my executors, hereinafter named, from and after my decease, and for and during her natural life, yearly, and every year in half yearly payments for the support and maintenance of herself and her house-

hold. * * * * * Item, the executrix and executors of this my last will and testament (hereinafter named), and the majority of them, the survivors and survivor of them, and the heirs of such survivor, are hereby fully authorized and empowered in execution of the powers, duties and trusts to them committed by this my last will and testament, to sell and convey all and any part of my real estate (my said farm and Homestead during the lifetime of my said wife only excepted) at their discretion for such price or prices as they shall deem sufficient, or to lease or demise the same. * * * * * And good and sufficient deeds of release and other conveyances and leases to the purchasers or lessees thereof, to make and execute for the purposes aforesaid. And such sales to make by public auction, or otherwise, as they may deem most proper and necessary; and I do hereby ratify and confirm all and whatsoever my said executors, or the majority of them, shall do in the premises. Item, all the rest, residue and remainder of my real estate, whatsoever and wheresoever the same may be, I give, devise and bequeath the same and every part and parcel thereof unto my Executors hereinafter named, the survivors and survivor of them, and the heirs and assigns of such survivor, In trust, nevertheless, for the use and purposes hereinafter mentioned, that is to say, First, that my said Executors, the survivors or survivor of them, shall, as soon as may be after my decease, pay and discharge all my just debts and funeral charges as aforesaid; and should not my personal estate, to them hereinbefore devised, be sufficient for that purpose, then, and in such case, they are hereby fully authorized and empowered to sell and convey such and so much of my residuary real estate in them vested as aforesaid, as shall in their discretion be deemed proper and necessary. Secondly, from the income or proceeds of such estate, real or personal, they shall pay and discharge all taxes and assessments which shall, from time to time, become due and payable out of, or for any part of my estate in them

vested, in trust, as aforesaid, for and during the continuance of said trust, and until they shall have fully discharged themselves therefrom, as by this my will is directed. Thirdly, from the income or proceeds of such estate, real and personal, they shall keep and maintain, in good and sufficient repair, according to their own discretion, and during the natural life of my said wife, the buildings, fences and other improvements now being on my said farm or homestead, in the Ninth Ward of the City of New York, and pay all taxes and assessments which shall become due and payable thereon during the said term. Fourthly, they shall provide a sufficient fund for the payment to my said wife of the annuity of two thousand five hundred dollars hereinbefore devised to her yearly and every year during her natural life, and in half yearly payments as aforesaid. Fifthly, as soon as my said executors, or the survivors of them, have paid and discharged my debts and funeral charges as aforesaid, and made provision for all the purposes hereinbefore directed to be provided for, they shall then divide my whole residuary estate, real and personal, into seven equal parts, or shares, as nearly alike in value as may be; and shall divide the same unto and among my brothers and sisters hereinafter named, each one equal seventh part or share thereof, to-wit: to my brothers James Beekman, John Beekman and Gerard Beekman, and to my sisters Jane, the wife of Stephen Van Cortlandt; Catherine, the wife of Elisha Boudinot, and Mary, the wife of Stephen N. Bayard, to whom respectively they shall convey the same, and to their several and respective heirs and assigns forever; and as for and respecting the remaining one equal seventh part or share thereof, they shall continue to hold the same in Trust to and for the use, benefit and behoof of my sister Cornelia, the wife of Isaac B. Cox, as hereinafter directed and provided; and good and sufficient deeds of conveyance or partition unto and among my said brothers and sisters (Cornelia Cox only excepted) for their several and respective proportions of my said estate, to them,

their heirs and assigns forever, respectively to make and execute. Subject, nevertheless, to the estate for life in my said farm, farm or homestead, hereinbefore devised to my said wife, Johannah, which my said farm or homestead may be divided among and by my said brothers and sisters as aforesaid, but shall not be sold or conveyed to any other person or persons during the lifetime of my said wife. Item, it is my will and intention, and I do hereby order and direct (anything in this my last will and testament to the contrary notwithstanding) that the part or share of my estate, real and personal, hereinbefore devised to my executors in trust to and for the use of my sister Cornelia, the wife of Isaac B. Cox, her heirs or assigns, or to which she might in anywise be entitled by virtue of this my last will and testament is and shall be vested in my executors hereinafter named, and in the survivors or survivor of them, and the heirs of such survivor, In Trust, for the following uses and purposes and no other, that is to say: The Rents, Issues and profits thereof, and of every part thereof, to be applied by the said Trustees, or the survivor of them, or by the heirs of such survivor, to the sole and only use of my said sister, Cornelia, during her natural life, and from and after her decease to the sole and only use of her children then living, if any, and of the survivors or survivor of them; and to be paid as aforesaid, to her or them, or to her or their use, at the discretion of the said Trustees, or of the survivor of them, from time to time, in such manner as the said Trustees in their discretion shall judge most for the advantage of my said sister and of her children for and during the lifetime of her husband, Isaac B. Cox; but if it shall so happen that my said sister, Cornelia, shall survive her said husband, then and in such case the said Trustees, the survivors or survivor of them, shall then convey unto her, my said sister, Cornelia, her heirs and assigns forever, all and singular, the said one equal seventh part or share of my said residuary estate, real and personal, and all other the estate,

real and personal, so as aforesaid, in them vested in Trust for her use as aforesaid in fee simple, and assign, transfer and deliver over and pay to her all such sum or sums of money, or other effects, the proceeds of such estate as may then be in their hands. And if it shall so happen that my said sister, Cornelia, shall depart this life before her said husband, then the said Trustees, the survivors and survivor of them shall apply the rents, interests and profits of the said estate, or as much thereof as shall be necessary therefor, to the support and education of the child or children she may leave until they respectively attain to the age of twenty-one years ; and at the time when they shall respectively attain to the age of twenty-one years, I do hereby direct the said Trustees, and the survivor of them, and the heirs of such survivor, to divide the same equally between the said children of my sister, Cornelia, then living, share and share alike, and to execute deeds accordingly. But if only one of the children of my said sister, Cornelia, should attain to the age of twenty-one years, then such child shall have the whole of his or her mother's share and interest in my said estate, real and personal, then in hands of the said Trustees, or the survivor of them or of his heirs ; and in case all the children of my said sister, Cornelia (so surviving her as aforesaid), should depart this life before they, or any of them, should attain to the age of twenty-one years, and without issue, then, and in such case, I order and direct that the said trustees, and the survivor of them, and the heirs of such survivor, shall convey, in fee simple, the whole of the said one equal seventh part or share of my said estate, real and personal, and all other the real estate so vested in them in Trust, as aforesaid, and all other the personal estate so vested in them, as aforesaid, and then in their hands unexpended, and shall pay over the interest or other proceeds thereof which may then be unexpended in their hands to the like uses and purposes, and in the same manner and proportions, and to

the same persons (if living, or if deceased, to the respective heirs of such persons) to whom the other sixth seventh parts or shares of my said residuary estate is bequeathed in this my last will and testament. And in case the said Trustees shall, in their discretion, at any time think it most for the advantage of my said sister, Cornelia, or of her children, to sell the real and personal estate hereby intrusted to them, or any part thereof, I do hereby authorize and empower the said Trustees, and the survivors and survivor of them to sell the same; and proper deeds or other conveyances to execute therefor, and the proceeds thereof to be placed in such funds as the said trustees, or the survivor of them shall judge safest; and the interest to be applied as aforesaid, and the principal to be divided and paid as aforesaid. And lastly, I hereby nominate, constitute and appoint my beloved wife, Johannah, to be an Executrix; my beloved brothers, James Beekman, John Beekman and Gerard Beekman, and my brother-in-law, Stephen N. Bayard, to be Executors of this my last will and testament, hereby utterly disallowing and revoking all former wills by me made."

Letters Testamentary granted to Johannah Beekman, John Beekman and Gerard Beekman. See Liber 53, Wills 444.

<div style="border-top: 1px solid black; border-bottom: 1px solid black; padding: 5px;"> CATHERINE BOUDINOT, <i>widow</i>, to JOHN BEEKMAN. </div>	}	DEED. <hr style="width: 20%; margin: 5px auto;"/> Dated 13th June, 1821. Recited in bill in the following partition suit.
--	---	---

CONVEYS all and singular one equal undivided seventh part or share of the said Catharine Boudinot, belonging, whether in possession or reversion of the real estate hereinbefore set forth as derived under and from the last will and testament of Abraham K. Beekman, deceased.

STEPHEN VAN CORTLANDT <i>and</i>	DEED.
JANE, <i>his wife</i> ,	Dated 13th June, 1821.
<i>to</i>	Recited in bill in the
JOHN BEEKMAN.	following partition suit.

CONVEYS all and singular one equal undivided seventh part or share of the said Jane Van Cortlandt, belonging, whether in possession or reversion of the real estate hereinbefore set forth as derived under and from the last will and testament of Abraham K. Beekman.

We will now trace the title of the portion of the farm in question set apart as the share of the devisees of William Beekman, ante page 232.

<i>Last Will and Testament</i>	Dated 27th Dec., 1808.
<i>of</i>	Proved 18th Mar., 1816.
SAMUEL BEEKMAN.	53 Wills, 135.

“Item, and as to my Real Estate, whatsoever and wheresoever situated, I give, devise and bequeath the same unto my beloved brothers, James Beekman, John Beekman, and the said Gerard Beekman, and unto my beloved sisters, Jane, the wife of Stephen Van Cortlandt; Catherine, the wife of Elisha Boudinot; and Mary, the wife of Stephen N. Bayard, to each of my said brothers and sisters, severally and respectively, and to their several and respective heirs and assigns forever, each one equal undivided seventh part or share thereof, to be divided by and between them, share and share alike, as Tenants in common and not as joint tenants. And as to the remaining one equal undivided seventh part or share of my said real estate, I do

hereby give, devise and bequeath the same unto my beloved brothers, James Beekman, John Beekman and Gerard Beekman, and to the survivors and survivor of them, and to the heirs and assigns of such survivor of them forever. In Trust, nevertheless, and to and for the following purpose, uses and trusts, and no other whatsoever, to wit: The Rents, Issues and profits of the same and any part thereof, to be applied by the said Trustees, or the survivor of them, to the sole and only use of my beloved sister, Cornelia, the wife of Isaac B. Cox, during her natural life, and from and after her decease, to the sole and only use of her children then living, if any, and of the survivors or survivor of them, and to be paid as aforesaid, to her or them, or to her or their use, at the discretion of the said Trustees, or the survivor of them, from time to time, in such manner as the said Trustees in their discretion shall judge most for the advantage of my said Sister, and of her children, for and during the lifetime of her husband, Isaac B. Cox. But if it shall so happen that my said sister, Cornelia, shall survive her said husband, then, and in such case, the said Trustees, the survivors or survivor of them, shall convey all the said one seventh part or share of my said Real Estate hereby devised to them in Trust, as aforesaid, unto her, my said sister, Cornelia, her heirs and assigns forever in fee simple. And if it shall so happen that my said sister, Cornelia, shall depart this life before her said husband, then the said Trustees, the survivors or survivor of them, shall pay the Rents, interest and profits of the said Estate, or as much thereof as shall be necessary, for the support and Education of the child or children she may leave until they respectively attain the age of twenty-one years. And at the time when they shall respectively attain to the age of twenty-one years, I do hereby direct the said Trustees, and the Survivor of them, and the heirs of such survivor, to divide the same equally between the said children, share and share alike, and to execute Deeds accordingly. But if only one of the children of my said sister, Cor-

nelia, should attain the age of twenty-one years, then such child shall have the whole of his or her mother's share of my said Real Estate. And in case all the children of my said sister, Cornelia (so surviving her as aforesaid), should depart this life before they, or any of them, should attain the age of twenty-one years, and without Issue, then, and in such case, I order and direct that the said Trustees, and the survivor of them, or the heirs of such survivor, shall convey in fee simple the whole of the said one-seventh part of my said Real Estate, with the interest or proceeds thereof, which may be unexpended in their or his hands to the like uses and purposes, and in the same manner and proportions, and to the same persons that the other six seventh parts of my Real Estate is bequeathed to in this my last will and testament; and in case the said Trustees shall, in their discretion, at any time think it most for the advantage of my said sister, Cornelia, or of her children, to sell the Real Estate hereby intrusted to them, or any part thereof, I do hereby authorize and empower the said Trustees, and the survivors and survivor of them, to sell the same and proper Deeds to execute therefor, and the proceeds thereof to be placed in such funds as the said Trustees, or the survivor of them shall judge safest, and the interest to be applied as aforesaid, and the principal to be divided and paid as before directed. And lastly, I make and ordain my said brothers, James Beekman, John Beekman, and Gerard Beekman, to be executors of this my last will and testament, hereby utterly disallowing and revoking all former wills by me made; and giving to my said Executors, and to the survivors and survivor of them, full and ample power to dispose of all or any part of my said real Estate, whatsoever and wheresoever situated, either at public or private sale, in such manner and at such times as they may think proper, with full power to execute good and sufficient conveyances in the Law to the purchasers thereof, their heirs and assigns forever."

DEED.

JAMES BEEKMAN *and*
 LYDIA, *his wife*,
to
 GERARD BEEKMAN.

Dated 3d April, 1818.
 Ack. 7th April, 1818.
 Rec. 1st May, 1818.
 126 Conveyances, 477.
 Consideration, \$2,912.93

CONVEYS one equal undivided seventh part or share (the whole into seven equal parts or shares to be divided) of All that certain Farm or parcel of land situate in the Ninth Ward of the City of New York, now belonging to and held in common by and among all the surviving heirs of their late brother, William Beekman, deceased, according to the several metes and bounds thereof, as settled and established by and between the said heirs of William Beekman, deceased, and their late brother, Abraham K. Beekman, now deceased. Containing thirty acres and one-quarter of an acre of land (one-seventh part whereof is hereby intended to be conveyed), according to a map or chart thereof made by John Randall, surveyor, on the — day of —, one thousand eight hundred and seventeen, reference being thereunto had.

Mary N. Bayard, having survived her husband, Stephen N. Bayard, died in 1831, intestate and without issue, leaving, as her only heirs-at-law her brothers, James Beekman, Gerard Beekman and John Beekman, and her sisters, Jane Van Cortlandt, Catharine Boudinot and Cornelia Cox.

Last Will and Testament
of
 GERARD BEEKMAN.

Dated 6th Mar., 1832.
 Proved 21st Aug., 1833.
 70 Wills, 422.

The testator directs payments of certain legacies and an annuity of \$1,500 to his wife, and devises to her the use and occupation of his house and stables, and the lots of ground on which

they are erected, one fronting on Bleecker Street and the other on Greene Street in the city of New York, during her widowhood, all which he declares to be given in lieu of and in full bar of her dower. He authorizes his executors, in case his personal estate, and the rents and profits of his real estate prove insufficient, to sell and convey his real estate to raise an amount adequate for that purpose. He expressly charges his estate, real and personal, with the payment of the said annuity to his wife, but provides that such lien shall cease as to such parcels as may be conveyed by his executors, in pursuance of the power vested in them by his will. All and singular, the rest, residue and remainder of his estate, real and personal, whatsoever and wheresoever the same may be, he gives, devises and bequeaths to his beloved son James William, his heirs, executors and administrators and assigns forever. The testator then provides that in the event of his having other children born of his wife Catharine, that they shall share equally with his son James William in the said residuary part of his estate. In case his said child or children should be under the age of twenty-one years at the time of his decease he vests said residuary estate in his executors, with full power to sell and convey the same, and to partition the same amongst his said children, and to transfer her or his share to each when they respectively arrive at full age, directing them not, however, to deliver the actual possession of the share or estate to either of his children before he or she attains to lawful age. Testator provides for certain remainders over, in case all his children die under age, without lawful issue. He appoints Geo. W. Strong, David Codwise, John L. Mason, James C. Roosevelt and Isaac Adriance his executors, giving to his said Executors full power to sell and convey all or any part of his estate, real and personal, at their discretion.

There are two codicils attached to this will, neither of which affect the farm in question, except by increasing the annuity to his wife to \$2,000.

It is stated in the bill in the following suit, that at that time Catharine Boudinot and Jane Van Cortlandt were both advanced in years, and were both childless, never having had issue; and that Cornelia Cox had two children, Abraham B. Cox and Catharine M. Cox, both then of full age.

IN CHANCERY. *Before Chancellor.*

JAMES BEEKMAN *and* JOHN BEEKMAN,
as trustees, etc., and in their own right,
vs.

STEPHEN VAN CORTLANDT, JANE VAN
CORTLANDT, CATHARINE BOUDINOT,
CORNELIA COX, CATHARINE M. COX,
JAMES W. BEEKMAN *and* ABRAHAM
B. COX.

- 1836—December 31. Bill of partition filed.
1837—February 15. Answer of all defendants filed.
February 15. Order of reference on title, etc.
May 23. Decree of partition entered.
1838—May 15. Commissioners' report of partition filed.
September 3. Final decree entered.
1839—June 1. Decree enrolled.

The said commissioners divided this tract as follows, the lot numbers being taken from a map thereof annexed to their report:

To James Beekman in fee, lots 458 to 497, both inclusive; 755, 26 to 33, both inclusive; 195 to 208, both inclusive; 216 and 243, and charge said share with the payment of \$93.81.

To Jane Van Cortlandt in fee, lots 310, 312, 314, 316, 318, 320, 322, 324, 326, 328, 330, 332, 334, 336, 338, 340,

346 to 365, both inclusive; 400 to 411, both inclusive.

To the Trustees of Jane Van Cortlandt for her life, lots 306 to 309, both inclusive; 109 to 144, both inclusive.

To Catharine Boudinot in fee, lots 393 to 399, both inclusive; 412 to 418, both inclusive; 217 to 222, both inclusive; 236 to 242, both inclusive; 311, 313, 315, 317, 319, 321, 323, 325, 327, 329, 331, 333, 335, 337, 339, 341, 344 and 345.

To the Trustees of Catherine Boudinot for her life, lots 342, 343, 302, 303, 304, 305, 73 to 108, both inclusive.

To John Beekman in fee, lots 634, 635, 586 to 633, both inclusive; 636 to 705, both inclusive; 498 to 585, both inclusive; 754, 432 to 457, both inclusive; 706 to 726, both inclusive; 226 to 235, both inclusive; 223, 224, 225, 209, 250, 251, 252, 253, 210, 211, 212, 213, 214, 245, 246, 247, 248, 249, 215, 223 and 244, and charge said share with the payment of \$54.39.

To Cornelia Cox in fee, lots 278, 279, 280, 281 and 282.

To the Trustees of Cornelia Cox for her life, lots 145 to 194, both inclusive; 254 to 277, both inclusive; 283 to 301, both inclusive; 727 to 738, both inclusive; 370 to 391, both inclusive; 420 to 431, both inclusive; 368, 369, 366, 367, 392 and 419, and charge said share with the payment of \$87.67.

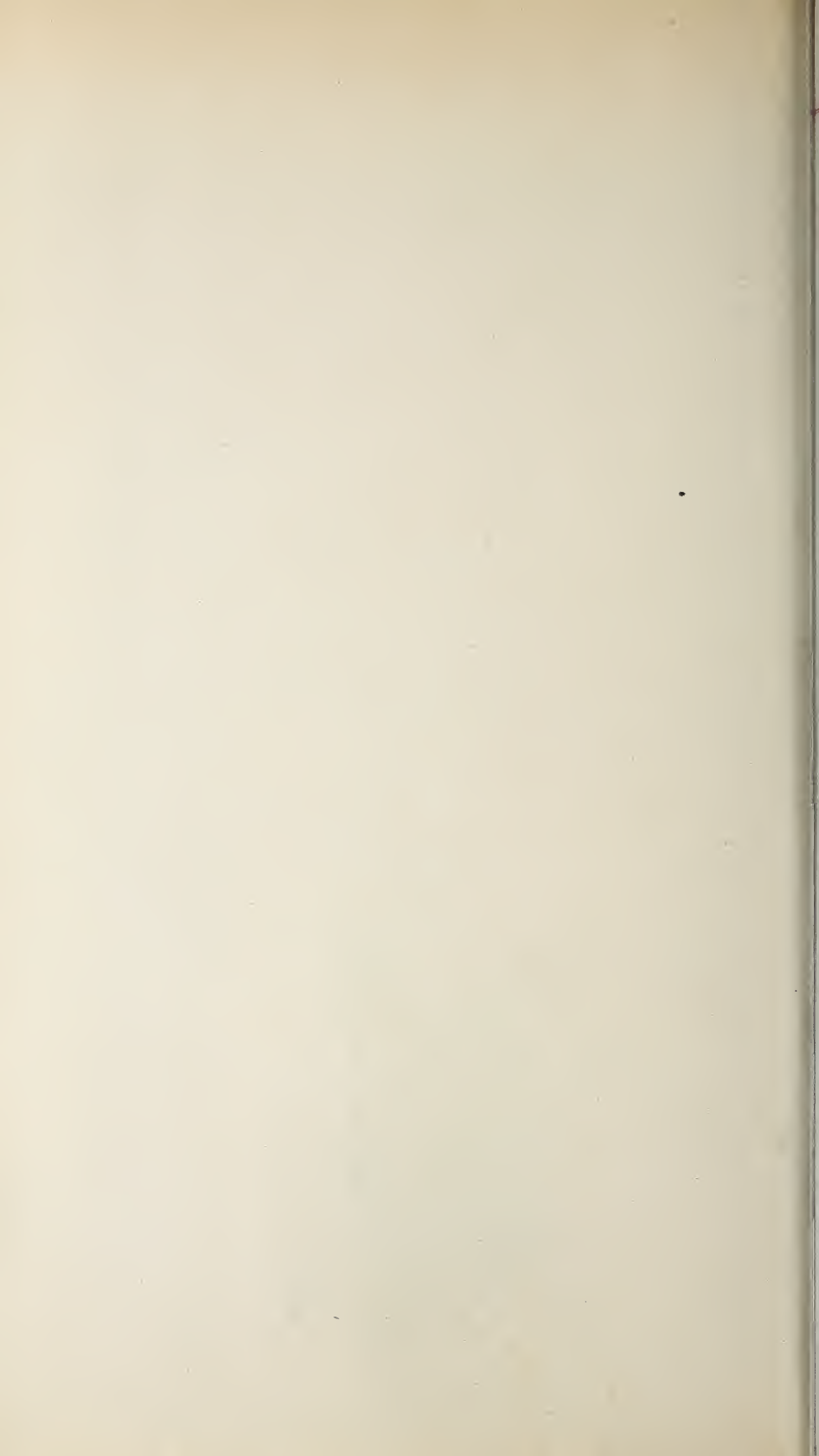
To James W. Beekman in fee, lots 1 to 25, both inclusive; 34 to 72, both inclusive; 739 to 753, both inclusive; also lots 1 to 115 on another map, not affecting the farm now in question, and charge said share with the payment of \$66.49.

James Beekman died pending the above suit, leaving a will as follows :

Last Will and Testament
of
 JAMES BEEKMAN.

} Dated 8th Sept., 1835.
 } Proved 8th May, 1837.
 } 76 Wills, 268.

After bequeathing certain legacies, the testator provides as follows : "As to all the residue of my estate, real and personal, whatsoever or wheresoever, which I may own or be in any manner entitled to at the time of my decease, I give, devise and bequeath the same unto my beloved nephew, James William Beekman, son of my late brother, Gerard Beekman, to have and to hold the same and every part thereof, with the appurtenances, unto him, his heirs, executors and administrators and assigns forever." The testator provides for certain remainders over, in case said devisee should die under the age of twenty-one years without leaving any lawful issue.



Notes on the Abraham and William Beekman Tract



THIRD

AVENUE

MAP
OF

THE PATENTS BETWEEN 65°-47°
STREETS
laid out according to the defenses given
on the second "Hatch" showing the ad-
justed divisions of said island and the
courses and distances given in the sub-
sequent deeds and maps.

THE COMMON LANDS OF THE CITY OF NEW YORK

SECOND

AVENUE

COMMON LANDS AS GIVEN BY E. T. H. GOERCK
CHARNELUS HATTISSEN PATENT WEST LINE OF JOHN HATTISSEN PATENT

THE PETER SAWYER LOT

THE WIDOW HARDENBROOK TRACT

FIRST

AVENUE

THE

LOUVRE

FARM

AVENUE

A

TRACT

THE WIDOW
HARDENBROOK

EAST

RIVER

MAP
OF
THE PETER SAWYER LOT
Copied from Map on Lib. 614 Cont. 324

AVENUE

PETER SCHERMERHORN

AVENUE

SIXTY SIXTH

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

SIXTY FIFTH

SIXTY FOURTH

SECOND

LAND NOW OR LATE OF BECKMAN

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

NATHANIEL PRIME

FIRST

STREET

STREET

STREET

Copied from a Map made July 1871 by S. H. Bridges, City Surveyor, and based on the plat filed June 1871 by Joseph S. Bridges, City Surveyor.

New York, June 17, 1871. Copied from the original Surveyors Map of the City of New York.

THE PETER SAWYER LOT.

The greater portion of the tract in question is included in the following Patent :

SIR EDMUND ANDROS,
Governor, etc.,

to

CORNELIUS MATTYSEN.

} PATENT.

CONVEYS that certaine piece of land upon this Island Manhattsans, lying and being to the Northward of Turtle Bay, being bounded to the Southwest by the land of Jacobus Fabricius, and to the Southeast by the River, being in breadth by the River eighty rods, and in length one hundred and twenty rods, being bounded to the Northeast by the land of John Bassett, and to the Northwest by the commons. Containing sixty acres.

The portion of the premises conveyed by the above patent which includes the tract in question, as appears from the descriptions in the deeds of adjoining properties, became vested subsequently in John Bass, and afterwards in Peter Pra Van Zandt. The distance of 120 rods given in the said patent is not enough to carry the bounds of this tract as far West as the line of the common lands as given by Goerck. For the true West-erly line of this patent, see map of Patents, ante page 249.

*Last Will and Testament
of*

PETER PRA VAN ZANDT.

}

Dated 5th Oct., 1810.
Proved 18th Sept., 1812.
50 Wills, 291.

“Item, my will further is, that a certain tract of land, situate, lying and being between the lands of Abraham Beekman and the widow Hardenbrook, commonly called Peter Sawyer’s lot, or such part thereof as may belong to me at the time of my death, be disposed of by my said executors, and the monies arising therefrom be applied by them to the payment of debts due from me if any such there shall be at the time of my decease; should there be no debts, or should the amount of the proceeds of the sales exceed the debts due, then my will is, that the surplus monies be divided equally amongst my six children, John, Peter, James, Ann, Mary and Sarah, share and share alike; and for the purpose of such sales I do hereby authorize and empower my said Executors to convey the said premises by good and sufficient deeds or conveyances to the purchaser or purchasers thereof in fee simple. * * * * Item, all the rest, residue and remainder of my estate I have not hereinbefore given or devised, of what nature and kind soever, I give, devise and bequeath unto my six children, John, Peter, James, Ann, Mary and Sarah, and to their heirs and assigns forever, equally to be divided between them, share and share alike.”

Appoints John L. Lawrence, John Vanderbilt, Junior, and Peter Van Zandt, his executors. Letters were granted to all three. See Liber 50, Wills 299.

Peter Pra Van Zandt died in 1812, leaving him surviving a widow, who died in December, 1817, and the following children:

1. John Van Zandt.
2. James Van Zandt.
3. Peter Van Zandt.

4. Ann, wife of George Janeway.
5. Mary Van Zandt.
6. Sarah, wife of William Janeway.

On 21 July, 1813, Gilbert Shotwell recovered a judgment against John Van Zandt for \$6,000, and sold his interest in the farm in question under execution issued thereunder.

SHERIFF'S DEED.

<hr/> SIMON FLEET, <i>Sheriff, etc.</i> , to GILBERT SHOTWELL. <hr/>	}	Dated 14th Dec., 1816. Proved 13th Dec., 1816. Rec. 14th Dec., 1816. 132 Conveyances, 96. Consideration, \$750.
--	---	---

CONVEYS all the right, title and interest whereof the said John Van Zandt was seised on the said 21st day of July, 1813, or at any time afterwards, of, in and to All that certain piece or parcel of land situate, lying and being in the Ninth Ward of the said city. Bounded Westerly in front by the old Harlem Road, Easterly by land of the Widow Hardenbrook, Southerly by land of Abraham K. Beekman, and Northerly by land of the said Widow Hardenbrook. Containing eighteen acres, be the same more or less.

DEED.

<hr/> GILBERT SHOTWELL to ROBERT J. MURRAY. <hr/>	}	Dated 16th June, 1821. Ack. 16th June, 1821. Rec. 28th Nov., 1827. 227 Conveyances, 485. Consideration, \$1,600.
---	---	--

CONVEYS all his right, title and interest in one-sixth of same premises.

DEED.

<hr/> ROBERT J. MURRAY <i>and</i> ELIZABETH C., <i>his wife</i> , to JOHN W. VAN ZANDT. <hr/>	}	Dated 17th Dec., 1825. Ack. 7th Jan., 1826. Rec. 31st Mar., 1826. 204 Conveyances, 37. Consideration, \$1.00.
--	---	---

CONVEYS all the right, title and interest that was heretofore of John Van Zandt in same premises.

Sarah Janeway having survived her husband, died intestate on the 20th May, 1818, leaving three children :

1. Sarah, wife of Augustus T. Freeman.
2. George Janeway.
3. William Janeway.

James Van Zandt died leaving a widow, Experience Van Zandt, and two children :

1. Ann Eliza, wife of John R. Hedley.
2. Peter P. Van Zandt.

Last Will and Testament
of
JAMES VAN ZANDT.

Dated — Oct., 1825.
Proved 22d July, 1826.
60 Wills, 338.

After certain devises to his daughter, Ann Eliza, wife of John R. Hedley, and to his son, Peter Pra Van Zandt, testator provides as follows : “ I give and devise unto my said wife all my undivided share and interest of, in and to the lot commonly called the Eighteen acre lot, and known by the name of Peter Sawyer’s lot, situate on the road leading past the residence of my late father, near its junction with the Third Avenue.”

JOHN R. HEDLEY and ANN
ELIZA, *his wife*, and PETER P.
VAN ZANDT
to
EXPERIENCE VAN ZANDT,
widow of JAMES VAN ZANDT.

DEED.

Dated 7th Sept., 1826.
Ack. 8th Sept., 1826.
Rec. 9th Sept., 1826.
208 Conveyances, 439.
Consideration, \$1.00.

CONVEYS all that certain tract of land situate in the Twelfth Ward of the City of New York, and of which Peter Pra Van Zandt, of the said City, gentleman, died seised, and described

in the last will and testament of the said Peter Pra Van Zandt as "That certain tract of land situate, lying and being between the land of Abraham Beekman and the Widow Hardenbrook, commonly called 'Peter Sawyer's lot,'" as by reference to the said Will will more fully appear, and which said tract of land contains, by the survey of E. W. Bridges, City Surveyor, Seventeen acres and $\frac{323}{1000}$ of an acre, be the same more or less.

William Janeway, one of the children of Sarah Janeway, being an infant, application was made to the Court of Chancery for leave to sell his interest in the tract in question. On 4th September, 1826, Mary Van Zandt was appointed Special Guardian, with authority to sell said infant's interest in the Peter Sawyer lot.

ANN JANEWAY, *widow of*
GEORGE JANEWAY, MARY VAN
ZANDT, EXPERIENCE VAN
ZANDT, *widow of* JAMES VAN
ZANDT, PETER VAN ZANDT
and SARAH, *his wife*, JOHN W.
VAN ZANDT *and* CAROLINE A.,
his wife, AUGUSTUS T. FREE-
MAN *and* SARAH ANN, *his wife*,
GEORGE JANEWAY *and* WIL-
LIAM JANEWAY (*by his Guar-*
dian, MARY VAN ZANDT),

to

NATHANIEL PRIME.

DEED.

Dated 8th Sept., 1826.

Ack. 8th Sept., 1826.

Rec. 9th Sept., 1826.

208 Conveyances, 437.

Consideration, \$11,693.

CONVEYS same premises by same description.

See Liber 271 Conveyances, page 5, for sheriff's deed, dated 16th February, 1829, conveying to said Nataniel Prime, all the interest Gilbert Shotwell had on 4th February, 1818, in tract in question, by virtue of a sale under execution made on 16th November, 1827.

DEED.

*The Mayor, Aldermen and Com-
monalty of the City of New York*
to
NATHANIEL PRIME.

Dated 26th Nov., 1829.
Proved 17th Nov, 1835.
Rec. 8th Dec., 1835.
346 Conveyances, 177.
Consideration, \$100.

CONVEYS all that certain lot, piece or parcel of land situate, lying and being in the Twelfth Ward of the City of New York, and bounded and containing as follows: Beginning at a corner at the Easterly side of the old Post Road, distant thirty feet Northeasterly from the Northeasterly line or side of Sixty-sixth Street, as established by law, and running thence Northwesterly along the Southwesterly side of land belonging to the estate of Peter Schermerhorn, sixty-four feet six inches to the Westerly boundary of the said land which separates the same from the road; thence Southerly two hundred and five feet to an obtuse angle on the Westerly boundary of land belonging to the said party of the second part; thence Northeasterly along the Northwesterly side of the said land one hundred and eighty-eight feet to the place of beginning. The same being a triangular piece of land heretofore lying open as part of the old Post Road, as by a map thereof made by George B. Smith, City Surveyor, dated October 5th, 1829, and hereunto annexed, will appear.

NATAHNIEL PRIME *and*
CORNELIA, *his wife,*
to
ISAAC GREEN PEARSON *and*
WILLIAM BEACH LAWRENCE.

DEED.

Dated 25th May, 1835.
Ack. 13th June, 1835.
Rec. 10th July, 1835.
339 Conveyances, 298.
Consideration, \$85,000.

CONVEYS both the parcels, vested in said Nathaniel Prime

by the two preceding deeds, by substantially the same description.

MORTGAGE.

ISAAC GREEN PEARSON *and*
WILLIAM BEACH LAWRENCE
to
NATHANIEL PRIME.

To SECURE \$80,000.
Dated 25th May, 1835.
Ack. 1st July, 1835.
Rec. 10th July, 1835.
188 Mortgages, 28.

COVERS same premises by same description.

The above mortgage was satisfied of record on 20th April, 1841.

DEED.

ISAAC GREEN PEARSON *and*
ELIZA, *his wife,*
to
WILLIAM BEACH LAWRENCE.

Dated 25th May, 1840.
Ack. 16th June, 1840.
Rec. 24th June, 1840.
409 Conveyances, 174.
Consideration, \$42,400.

CONVEYS all the one equal undivided half part of same premises by same description. Subject to the payment of half of the preceding mortgage.

AGREEMENT.

WILLIAM BEACH LAWRENCE
with
NATHANIEL PRIME.

Dated 24th June, 1840.
Not recorded, but recited in bill in suit of Prime *vs.* Lawrence, hereinafter set forth.

The said Nathaniel Prime agrees that he will satisfy the above mortgage for \$80,000, on receiving a deed for a divided moiety of the premises covered thereby, and two bonds, one for \$12,000 and the other for \$4,000, secured by mortgage on the other divided moiety of said tract. That the above instru-

ments shall be held in escrow until the premises shall be freed from the lien of a certain judgment recovered against Isaac G. Pearson, and that foreclosure proceedings shall be instituted to foreclose the said mortgage for \$80,000 given by said Pearson and Lawrence, and that if said Lawrence should become the purchaser under the sale made thereunder, said foreclosure proceedings and purchase shall not constitute a bar to the fulfillment of this agreement.

In pursuance of this agreement the following deed was executed :

DEED.

WILLIAM BEACH LAWRENCE
and ESTHER, his wife,
to
 NATHANIEL PRIME.

Dated 25th May, 1840.
 Ack. 22d June, 1840.
 Rec. 20th April, 1841.
 414 Conveyances, 323.
 Consideration, \$40,000.

CONVEYS all that certain tract, piece or parcel of land situate, lying and being in the Twelfth Ward of the City of New York, and which is bounded and contains as follows, viz. : Beginning at a point on the Easterly side of the old Post Road where the said old Post Road intersects a line equi-distant from Sixty-fifth (65) and Sixty-sixth (66) streets ; thence running Easterly through the centre of the block five hundred and sixty-two feet to the centre of the Second Avenue ; thence Southerly along the centre of the said Second Avenue one hundred and thirty feet four inches to the centre of the intersection of Second Avenue and Sixty-fifth street ; thence Easterly along the centre of Sixty-fifth (65) street seven hundred and fifty feet to the centre of the intersection of First Avenue and Sixty-fifth (65) street ; thence Northerly along the centre of the said First Avenue one hundred and thirty feet four inches to the centre of the block between Sixty-fifth (65) and Sixty-sixth (66) streets ; thence Easterly and along the centre of the said block

six hundred and fifty feet and ten inches to the land of Peter Schermerhorn; thence Northerly along said land to the Southerly line of Schermerhorn's lane, as laid down on the map hereunto annexed; thence Westerly along Schermerhorn's lane aforesaid to the rear of the lot marked Number One (1) on said map; thence along the rear of the said lot number one (1) twenty-seven feet six inches; thence Westerly sixty-four feet six inches to the old Post Road; thence Southerly along the old Post Road to the place of beginning. The said tract being distinguished on the map "hereunto" annexed, as the part colored yellow.

Before instituting proceedings for said foreclosure the said Nathaniel Prime died, leaving a will as follows:

Last Will and Testament
of
NATHANIEL PRIME.

} Dated 24th April, 1840.
} Proved 23d Dec., 1840.
} 81 Wills, 691.

After bequeathing to his wife, Cornelia, an annuity of ten thousand dollars and devising to her his country house near Hell Gate, to have and to hold the same as long as she shall continue to reside thereon (which bequest and devise are declared to be in lieu of dower), he provides as follows: "Item, I direct that all the residue of my estate, real and personal, shall be divided into seven shares in the manner hereinafter directed. Item, I give, devise and bequeath one share or seventh part of my said residuary real and personal estate to my son, Frederick Prime, his heirs, executors and administrators. Item, I give, devise and bequeath one share or seventh part of my said residuary real and personal estate to my sons, Rufus Prime and Frederick Prime, in trust to receive the rents, profits and income thereof, and to apply the same to the use of my son, Edward Prime, during his life. Item, I

give, devise and bequeath one share or seventh part of my said residuary real and personal estate to my sons, Edward Prime and Frederick Prime, in trust to receive the rents profits and income thereof and to apply the same to the use of my son, Rufus Prime, during his life. Item, I give, devise and bequeath one share or seventh part of my said residuary real and personal estate to my executors, in trust to receive the rents, profits and income thereof and to apply the same to the separate use of my daughter, Cornelia, wife of Robert Ray, during her life, free from the control, debts and engagements of her present or any future husband. Item, I give, devise and bequeath one share or seventh part of my said residuary real and personal estate to my executors, in trust to receive the rents, profits and income thereof and to apply the same to the separate use of my daughter, Emily, wife of William Seton, during her life, free from the control, debts and engagements of her present or any future husband. Item, I give, devise and bequeath one share or seventh part of my said residuary real and personal estate to my executors, in trust to receive the rents, profits and income thereof and to apply the same to the separate use of my daughter, Matilda, wife of Gerard H. Coster, during her life, free from the control, debts and engagements of her present or any future husband. Item, I give, devise and bequeath one share or seventh part of my said residuary real and personal estate to my executors, in trust to receive the rents, profits and income thereof and to apply the same to the separate use of my daughter, Laura, wife of John C. Jay, during her life, free from the control, debts and engagements of her present or any future husband. Item, As to each of the last-mentioned six shares or seventh parts, after the death of the child during whose life it is devised in trust as aforesaid, I give, devise and bequeath the same as follows, that is to say: I give the same in fee, after the death of such child of mine, to such

one or more of the children and descendants of such child of mine, and in such shares or proportions as such child of mine, by his or her last will and testament or instrument in the nature thereof, which each of my daughters, though married, is hereby authorized to make, shall devise, direct or appoint, and for want of such direction and appointment and so far as the same shall not extend, I give the same in fee, after the death of such child of mine, to his or her child or children who shall be then living, and to the child or children, then living, of every child of his or hers who shall then be dead, as tenants in common, the child or children of a deceased child of such child of mine to take the same share which his, her or their parent, if living, would be entitled to; and if such child of mine shall have no child or descendant who shall survive him or her, then I give the same in fee, after the death of such child of mine, to his or her heirs-at-law. Item, I authorize the trustees, to whom each of the said six shares of my residuary estate is devised in trust as aforesaid, out of the rents, profits and income thereof, to keep the real estate included in the said share in good repair, and to pay all taxes and assessments thereon, and to insure buildings against damage by fire, and to rebuild such as may be destroyed, and to make leases for terms not exceeding twenty-one years, to commence in possession during the life of the child of mine during whose life the land is devised in trust as aforesaid, and for such rents and on such terms and conditions as they shall deem advisable, and also, with the consent of such child of mine, to sell and convey in fee the real estate included in such share and to invest the money arising from such sale in other real estate in the State of New York, to be held by them on the same trusts, and to go and be disposed of in like manner as the property so sold would have been held and gone and been disposed of if it had not been sold. * * * * *

Item, I authorize my wife and children, and the major part

of them, and the survivors of them, and the major part of such survivors, by writing under their hands and seals, to appoint three persons to be commissioners to make partition of my residuary estate, real and personal, into seven shares, as aforesaid ; and I authorize such commissioners, and any two of them, to make such partition ; and I direct that, in making the same, they shall, as nearly as conveniently may be, include in each share an equal seventh part of my residuary real estate, and an equal seventh part of my residuary personal estate, but as it may happen that this cannot in all cases conveniently be done, they may, if they think it necessary, make up for any inequality in the value of the real estate by means of the personal estate, and I direct that, in making such partition, the real estate be valued at its fair value. I further direct that, in making such partition, the sums that have been or shall be advanced by me for any one of my children, shall be taken as part of my personal estate and as part of the share of the child for whom they are advanced, but no interest shall be charged on them except from the time of my decease ; and in order that the amount of such advance may be definitely ascertained, it is my intention to add a codicil hereto stating the same, and to alter it, if necessary, from time to time ; and nothing is to be charged for any advances which are not specified in such codicil. Item, I direct that, after my residuary estate shall be divided into seven shares as aforesaid, each of the said shares shall be held in severalty ; and I authorize the said Commissioners, or any two of them, to execute deeds conveying the said shares, respectively to be held by the persons and in the manner and for the purposes and on the trusts herein directed. And as to such of the said shares as are devised and bequeathed in trust as aforesaid, I direct that the accounts respecting them be kept separate. And as it may be inconvenient to make partition of the land devised to my wife during the continuance of her estate therein, I direct that partition of the rest

of my residuary estate may be made first, and afterwards and in the same manner, of the said land. Item, I charge one-seventh part of the annuity bequeathed to my said wife on each of the said seven shares of my residuary estate, and direct that one-seventh part thereof be paid by the devisee or devisees to whom such share is devised as aforesaid. Item, I authorize my Executors to make partition of any real estate which, at the time of my death, I shall be seised of or entitled to, as tenants in common with any other person or persons, and to execute proper deeds and conveyances to carry such partition into effect, and to pay or receive money for equality of partition. Item, I authorize my Executors, at any time before the partition thereof shall have been made as above directed, to sell all or any part of the real estate whereof I may die seised, at public auction or at private sale, for cash or on credit, or partly for cash and partly on credit, and on such terms as they may think expedient, and to execute valid conveyances in fee to the purchasers, and the money and proceeds arising from such sale or sales (if any be made) shall go, and be disposed of, in the same manner as the real estate would have gone and been disposed of if no sale had been made. And the lands devised to my wife may be sold and conveyed in like manner before partition thereof, though after the partition of the rest of my estate; but no such sale shall be made during the continuance of her estate therein without her consent. * * * * * Item, All the powers, authorities, estates and trusts hereby given to my executors, I do hereby give to such of them as shall take on themselves the execution of this will, and to the major part of them and to the survivors and last survivor of them. * * * * * Item, I appoint my sons, Edward Prime, Rufus Prime and Frederick Prime, Executors of this my will."

Letters Testamentary were granted to all three Executors. (See Liber 5 Letters Testamentary, page 133.)

IN CHANCERY. *Before Vice-Chancellor.*

EDWARD PRIME, RUFUS PRIME *and*
 FREDERICK PRIME, *executors, etc.,*
of NATHANIEL PRIME, *deceased,*

vs.

ISAAC GREEN PEARSON, WILLIAM
 BEACH LAWRENCE, MOSES MAY-
 NARD, JR., *and* ELIZA B. MAYNARD,
his wife, and GEORGE A. HEARN,
which said ELIZA B. MAYNARD *and*
 GEORGE A. HEARN *are the adminis-*
tratrix and administrator, etc., of
 CORNELIUS J. WILLIAMS, *deceased.*

1841—January 12. Bill filed to foreclose mortgage recorded
 in Liber 188 Mortgages, page 28.

February 11. Order *pro confesso vs.* Maynard, Jr., and
 wife, and George A. Hearn, on con-
 sent of William Betts, their solicitor,
 and against Lawrence and Pearson, on
 proof of service of subpœna and of no
 answer.

February 12. Order of reference to compute amount
 due.

March 9. Master reports \$88,280 due.

March 9. Decree of foreclosure and sale entered.

April 15. Decree enrolled.

DEED.

DAVID CODWISE,
Master in Chancery,
to

WILLIAM BEACH LAWRENCE.

Dated 15th April, 1841.
 Ack. 20th April, 1841.
 Rec. 20th April, 1841.
 414 Conveyances, 325.
 Consideration, \$32,000.

CONVEYS same premises covered by the mortgage foreclosed by same description.

WILLIAM BEACH LAWRENCE

to

EDWARD PRIME, RUFUS PRIME,
FREDERICK PRIME, CORNELIA,
wife of ROBERT RAY, EMILY,
wife of WILLIAM SE-TON,
MATILDA, *wife of* GERARD H. COSTER,
LAURA, *wife of* JOHN C. JAY,
children of NATHANIEL PRIME.

DEED.

Dated 20th April, 1841.
Ack. 20th April, 1841.
Rec. 20th April, 1841.
414 Conveyances, 321.
Consideration, \$1.00.

RECITES agreement to convey dated 24th June, 1840, and will of Nathaniel Prime.

CONVEYS same premises conveyed to Nathaniel Prime by deed dated 25th May, 1840, and recorded in 414 Conveyances, 323, above set forth.

In pursuance of the agreement above set forth, William B. Lawrence had mortgaged the part of this farm still remaining in him, as follows :

MORTGAGE.

WILLIAM BEACH LAWRENCE
and ESTHER R., *his wife,*

to

NATHANIEL PRIME.

TO SECURE \$12,000.
Dated 25th May, 1840.
Ack. 22d June, 1840.
Rec. 20th April, 1841.
245 Mortgages, 548.

COVERS all that certain tract, piece or parcel of land situate, lying and being in the Twelfth Ward of the City of New York, and which is bounded and contains as follows, viz : Beginning

at a point on the Easterly side of the old Post Road, where the said old Post Road intersects a line equi-distant from Sixty-fifth and Sixty-sixth streets; thence running Easterly through the centre of the block five hundred and sixty-two feet to the centre of the Second Avenue; thence Southerly along the centre of the said Avenue one hundred and thirty feet four inches to the centre of the intersection of Second Avenue and Sixty-fifth Street; thence Easterly along the centre of Sixty-fifth Street seven hundred and fifty feet to the centre of the intersection of First Avenue and Sixty-fifth Street; thence Northerly along the centre of the said First Avenue one hundred and thirty feet four inches; thence Easterly and along the centre of the block between Sixty-fifth and Sixty-sixth streets six hundred and fifty feet ten inches to the land of Peter Schermerhorn; thence Southerly along said land four hundred and thirty feet two inches to the land now or late of Beekman; thence Westerly along the land of the said Beekman to the old Post Road; thence Northerly along the old Post Road to the place of beginning.

See Liber 245 Mortgages, page 550, for a confirmation of the above mortgage, dated 20th April, 1841, and made after the foreclosure of the \$80,000 mortgage. This instrument recites the said foreclosure proceedings and conveys the mortgaged premises, subject to the defeasances in said mortgage.

<hr/> WILLIAM B. LAWRENCE <i>and</i> ESTHER R., <i>his wife,</i> to EDWARD PRIME, RUFUS PRIME <i>and</i> FREDERICK PRIME, <i>execu-</i> <i>tors, etc., of</i> NATHANIEL PRIME, <i>deceased.</i> <hr/>	} <div data-bbox="765 1166 932 1197" data-label="Section-Header">RELEASE.</div> <hr/> Dated 15th Oct., 1842. Not Recorded. Consideration, \$1.00.
---	---

RELEASES the whole of the "Sawyer lot."

IN CHANCERY. *Before Vice-Chancellor.*

EDWARD PRIME, RUFUS PRIME and
FREDERICK PRIME, *executors of the*
last Will and Testament of NATHAN-
IEL PRIME, *deceased,*

vs.

WILLIAM BEACH LAWRENCE and
ESTHER R., *his wife.*

1843—February 14. Bill filed to foreclose mortgage recorded in
Liber 245 Mortgages, page 548.

February 17. Order *pro confesso vs.* Lawrence and
wife, on consent of Charles A. Griffin,
their solicitor.

February 17. Order of reference to compute amount
due.

March 28. Master reports \$13,150 due.

March 28. Decree of foreclosure and sale entered.

April 28. Decree enrolled.

July 14. Report of sale filed and confirmed.

DAVID CODWISE,
Master in Chancery,
to

EDWARD PRIME, RUFUS PRIME
and FREDERICK PRIME, *execu-*
tors of NATHANIEL PRIME.

DEED.

Dated 2d May, 1843.

Ack. 2d May, 1843.

Rec. 11th July, 1843.

437 Conveyances, 420.

Consideration, \$8,000.

CONVEYS the mortgaged premises by the same description.

The children of Nathaniel Prime, pursuant to the authority
contained in the will of their said father, appointed Commis-
sioners to make partition, as follows:

CORNELIA PRIME, *widow of* NATHANIEL PRIME, EDWARD PRIME, RUFUS PRIME, FREDERICK PRIME, ROBERT RAY *and* CORNELIA, *his wife*, WILLIAM SETON *and* EMILY, *his wife*, GERARD H. COSTER *and* MATILDA, *his wife*, JOHN C. JAY *and* LAURA, *his wife*,

to

GEORGE W. STRONG, DANIEL LORD, JR., *and* FRANCIS GRIFFIN.

APPOINTMENT.

Dated 13th Sept., 1845
Ack. 16th Oct., 1845 and
22d Nov., 1845.
Rec. 19th Jan., 1846.
467 Conveyances, 534.

APPOINTS said Strong, Lord and Griffin Commissioners to make partition pursuant to the authority in the will.

GEORGE W. STRONG, DANIEL LORD, JR., *and* FRANCIS GRIFFIN, *Commissioners of Partition of 1st part*,

to

EDWARD PRIME, *of 2d part*, RUFUS PRIME, *of 3d part*, FREDERICK PRIME, *of 4th part*, ROBERT RAY *and* CORNELIA, *his wife*, *of 5th part*, WILLIAM SETON *and* EMILY, *his wife*, *of 6th part*, GERARD H. COSTER *and* MATILDA, *his wife*, *of 7th part*, JOHN C. JAY *and* LAURA, *his wife*, *of 8th part*, EDWARD PRIME, RUFUS PRIME *and* FREDERICK PRIME, *executors of* NATHANIEL PRIME, *of 9th part*, CORNELIA PRIME, *widow of* NATHANIEL PRIME, *of 10th part*.

DEED.

Dated 5th Jan., 1846.
Ack 23d Jan., 1846, and
1st April, 1846.
Rec. 14th Nov., 1846.
483 Conveyances, 272.

SETS apart to Rufus Prime and Frederick Prime, in trust for

Edward Prime, all the premises conveyed to the Executors of Nathaniel Prime in 437 Conveyances, 420, lying East of a line drawn parallel with First Avenue, and 225 feet Westerly therefrom, by the following description: "All that certain other piece or parcel of land situate, lying and being in the Twelfth Ward of the City of New York, and bounded and containing as follows, Beginning at a point in the centre of Sixty-fifth Street, distant two hundred and twenty-five feet Westerly from the Westerly side of the First Avenue, and running thence Easterly through the centre of Sixty-fifth Street to the centre of the First Avenue; thence Northerly through the centre of the First Avenue to a point equi-distant from the Southerly side of Sixty-sixth Street and the Northerly side of Sixty-fifth Street; thence Easterly in a straight line through the centre of the block between Sixty-sixth and Sixty-fifth streets and Avenue A and the First Avenue six hundred and fifty feet ten inches to the land now or late of Peter Schermerhorn; thence Southerly in a straight line along the said land now or late of said Peter Schermerhorn four hundred and thirty feet two inches to a point on the Southerly side of Sixty-fourth Street distant one hundred feet Westerly from the corner formed by the Westerly side of Avenue A and the Southerly side of Sixty-fourth Street; thence Westerly in a straight line along the land now or late of Beekman to a point in the block between the First and Second avenues and Sixty-fourth and Sixty-fifth streets, from whence a line drawn to the place of beginning would be at right angles to Sixty-fifth Street; and thence from said point in a straight line to the place of beginning, be the said several distances and dimensions more or less."

Sets apart to the Executors of Nathaniel Prime, in trust for Cornelia Ray, all that certain tract, piece or parcel of land situate, lying and being in the Twelfth Ward of the City of New York, and which is bounded and contains as follows, viz.: Beginning at a point on the Easterly side of the old Post Road,

where the said old Post Road intersects a line equi-distant from Sixty-fifth (65) and Sixty-sixth (66) streets; thence running Easterly through the centre of the block five hundred and sixty two feet to the centre of the Second Avenue; thence Southerly along the centre of the said Second Avenue one hundred and thirty feet four inches to the centre of the intersection of the Second Avenue and Sixty-fifth Street; thence Easterly along the centre of Sixty-fifth (65) Street seven hundred and fifty feet to the centre of the intersection of First Avenue and Sixty-fifth (65) Street; thence Northerly along the centre of the said First Avenue one hundred and thirty feet four inches to the centre of the block between Sixty-fifth (65) and Sixty-sixth (66) streets; thence Easterly and along the centre of the said block six hundred and fifty feet and ten inches to the land of Peter Schermerhorn; thence Northerly along said land to the Southerly line of Schermerhorn's lane as laid down on a map annexed to the deed next hereinafter mentioned and referred to; thence Westerly along Schermerhorn's lane aforesaid to the rear of the lot marked number one (1) on said map; thence along the rear of said lot number one (1) twenty-seven feet six inches; thence Westerly sixty-four feet six inches to the old Post Road; thence Southerly along the old Post Road to the place of beginning.

Sets apart to the Executors of Nathaniel Prime, in trust for Matilda H. Coster, all that portion of the premises conveyed to said Executors in Liber 437 Conveyances, page 420, lying West of a line drawn parallel with First Avenue and 225 feet Westerly therefrom by the following description: "All that certain other piece or parcel of land situate, lying and being in the Twelfth Ward of the City of New York, and bounded and containing as follows, viz.: Beginning at a point on the Easterly side of the old Post Road, where the said old Post Road intersects a line equi-distant between Sixty-fifth and Sixty-sixth streets; thence running Easterly through the centre of the said

block five hundred and sixty-two feet to the centre of the Second Avenue; thence Southerly along the centre of the said Second Avenue one hundred and thirty feet four inches to the centre of Sixty-fifth Street; thence Easterly along the centre of Sixty-fifth Street to a point distant two hundred and twenty-five feet Westerly from the Westerly side of the First Avenue at its intersection with Sixty-fifth Street; thence Southerly in a line at right angles to Sixty-fifth street to the land now or late of Beekman; thence Westerly along the land of the said Beekman to the Easterly side of the old Post Road; thence Northerly along the Easterly side of the old Post Road to the place of beginning.

EDWARD PRIME, RUFUS PRIME
and FREDERICK PRIME, *execu-*
tors of NATHANIEL PRIME and
Trustees of CORNELIA RAY,
ROBERT RAY and CORNELIA,
his wife,

to

JAMES D. FITCH and
JAMES CRUMBIE.

DEED.

Dated 1st May, 1848.
Ack. 8th May, 1848, and
23d June, 1848.
Rec. 21st Oct., 1848.
510 Conveyances, 444.
Consideration, \$12,200.

CONVEYS the premises set apart to said Cornelia Ray in the preceding deed of partition.

RUFUS PRIME and FREDERICK
PRIME, *executors of* NATHAN-
IEL PRIME and trustees of ED-
WARD PRIME and the said ED-
WARD PRIME

to

JAMES D. FITCH and
JAMES CRUMBIE.

DEED.

Dated 1st May, 1848.
Ack. 8th May, 1848, and
23d June, 1848.
Rec. 21st Oct., 1848.
510 Conveyances, 446.
Consideration, \$6,100.

CONVEYS the premises set apart to Edward Prime in the preceding deed of partition.

EDWARD PRIME, RUFUS PRIME
and FREDERICK PRIME, *execu-*
tors of NATHANIEL PRIME and
trustees of MATILDA COSTER,
GERARD H. COSTER and MA-
TILDA, *his wife,*

to

JAMES D. FITCH and
JAMES CRUMBIE.

DEED.

Dated 1st May, 1848.
Ack. 8th May, 1848, 23d
June, 1848, and 31st
July, 1848.
Rec. 21st Oct., 1848.
510 Conveyances, 447.
Consideration, \$6,100.

CONVEYS the premises set apart to Matilda Coster in the preceding deed of partition.

RUFUS PRIME, FREDERICK
PRIME and LYDIA, *his wife,*
EDWARD PRIME and CHAR-
LOTTE W., *his wife,*

to

JAMES D. FITCH and
JAMES CRUMBIE.

QUITCLAIM DEED.

Dated 2d May, 1848.
Ack. 8th May, 1848, and
23d June, 1848.
Rec. 21st Oct., 1848.
510 Conveyances, 442.
Consideration, \$10.

CONVEYS the premises set apart to Edward Prime and Matilda H. Coster by the preceding deed of partition.

Notes on the Peter Sawyer Lot.



BLOCK No 53

A

AVENUE

BLOCK No 56



BLOCK N° 271

BLOCK N° 183

SIXTY SEVENTH

STREET

BLOCK N° 29

AVENUE

AVENUE

A

SIXTY SIXTH

STREET

BOUNDARY

LINE BETWEEN
181

HARDENBROOK AND THE

BLOCK N° 92

MAP
OF THE
WIDOW HARDENBROOK TRACT

SIXTY FIFTH

STREET

The lot numbers are taken from Map on Case N° 726
N.Y. Reg. Office

BLOCK N° 91

SECOND

FIRST

PETER SAWYER
LOT

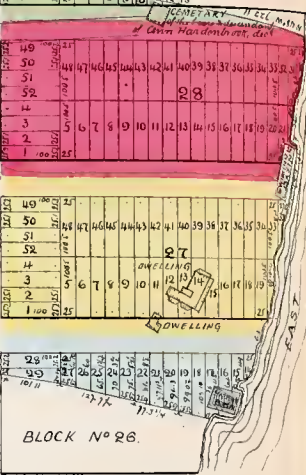
SIXTY FOURTH

STREET

BLOCK N° 90

' AVENUE

BLOCK N° 28



THE WIDOW HARDENBROOK TRACT.

The greater portion of the tract in question is included in the following patent:

SIR EDMUND ANDROS,
Governor; etc.,
to
CORNELIUS MATTYSEN.

PATENT.

CONVEYS all that certain piece of land upon this Island Manhattsans, lying and being to the Northward of Turtle Bay, being bounded to the Southwest by the land of Jacobus Fabricius and to the Southeast by the River, being in breadth by the River eighty rods, and in length one hundred and twenty rods, being bounded to the Northeast by the land of John Bassett, and to the Northwest by the Commons. Containing sixty acres.

For the location of this patent, according to the exact distances given in the patent, see map of the patents ante page 249. These premises, as appears from the descriptions in the deeds

of adjacent properties, afterwards became vested in one John Bass. The following will is to be found of record in the New York Surrogate's office :

Last Will and Testament
of
JOHN BASS.

} Dated 17th April, 1767.
Proved 12th Jan., 1768.
26 Wills, 140.

“Item, I give unto my dearly beloved wife, Maritie, for and during the term that she shall remain my widow, for and towards her maintenance and support, the use, occupation, rents and income of all my lands and real estate, lying in the outward of the City of New York. * * * * * Item, I give and devise all my lands, tenements and real estate, lying in the outward of the City of New York aforesaid, and the reversion and remainder thereof unto my daughter Annetye, the wife of Johannes Hardenbrook, of the City of New York, house carpenter, and to her heirs and assigns forever, to her and their sole and only proper use and behoof forever. Subject, nevertheless, to the estate and interest hereinbefore given to my said wife out of the same during widowhood.”

It is probable that the premises embraced in the above devise included the tract in question, and that John Hardenbrook, whose will is next below set forth, acquired title by descent from the devisee in the above will. There appears, however, to be no further evidence on record to substantiate this theory.

Last Will and Testament
of
JOHN HARDENBROOK.

} Dated 15th April, 1788.
Proved 9th Sept., 1803.
44 Wills, 423.

“Item, I do give and bequeath unto my loving wife, Ann

Hardenbrook, all my real and personal estate, whatsoever and wheresoever. To have and to hold to her, her heirs and assigns forever."

Last Will and Testament
of
 ANN HARDENBROOK.

} Dated 20th May, 1810.
 } Proved 18th Mar., 1817.
 } 53 Wills, 516.

"Item, I authorize and empower my Executors, and the major part of them, and the survivor and survivors of them, to sell at public or private sale, at such time as they think proper, the Farm whereon I now reside, excepting and reserving thereout, nevertheless, the burying ground forever, with a free passage thereto for the use of my heirs, and to execute good and sufficient deeds for the same; and the monies arising therefrom I give and dispose of as follows: First. I order my debts and funeral expenses to be paid thereout, as also the Legacy to John Rawle. Secondly. I order the four hundred pounds, hereinbefore mentioned, to be put at interest by my Executors upon Mortgage, and the income paid by them as is hereinbefore directed. Thirdly. The equal half part of the residue of the monies so arising from such Sale I give to my Niece, Sarah Carr, forever. Fourthly. The remaining equal half of the aforesaid monies arising from such sale with the aforesaid four hundred pounds upon the death of my said Slaves I give to my Niece, Mary Adams, forever. Lastly. I constitute and appoint my niece, Mary Adams, my husband's Nephew, John A. Hardenbrook, and Robert Thompson, son of my Niece, Mary Adams, Executors and Executrix of this my last will and Testament."

Letters testamentary were granted to all three (see 53 Wills, 518).

MARY ADAMS, JOHN A. HARD-
ENBROOK *and* ROBERT THOMP-
SON, *executrix and executors of*
ANN HARDENBROOK

to

*The Society of the New York Hos-
pital.*

DEED.

Dated 29th Oct., 1817.
Ack. 18th Nov., 1817.
Rec. 4th Dec., 1817.
123 Conveyances, 485.
Consideration, \$11,600.

CONVEYS all that certain farm, piece or parcel of land situate in the Ninth Ward of the City of New York, in the State of New York, being the farm whereon the said Ann Hardenbrook formerly resided, and being butted and bounded as follows, to wit: Beginning on the East River at the Easterly corner of land now or late belonging to the estate of Abraham K. Beekman, deceased; thence running along the East River aforesaid North sixty degrees, East forty-five minutes; thence along the same South seventy-five degrees, East fifty-five feet; thence along the same North fifty-seven degrees, East one hundred and twenty-four feet; thence along the same North forty-nine degrees, East one hundred and fourteen feet; thence along the same North forty-seven degrees thirty minutes, East eighty-three feet; thence along the same North forty degrees, East one hundred feet; thence along the same North forty-seven degrees, East one hundred and eighty-five feet to land of P. Schermerhorn, Junior; thence along the same North forty-eight degrees, West eight hundred and thirty-two feet; thence along the same North forty-six degrees, West five hundred and eighty-six feet; thence along the same North forty-eight degrees thirty minutes, West nine hundred and two feet to land belonging to John A. Hardenbrook; thence along the land of the said John A. Hardenbrook South forty degrees thirty minutes, West

three hundred and thirty-three feet to land now or late belonging to the estate of Peter P. Van Zandt; thence along the land last mentioned South fifty-four degrees fifteen minutes, East two hundred and fifty feet; thence along the same South fifty-three degrees, East two hundred feet; thence along the same South fifty-one degrees, East three hundred and fifty feet; thence along the same South fifty-three degrees thirty minutes, East one hundred and thirty feet; thence along the same South fifty-six degrees, East two hundred and eighty-three feet; thence along the same South fifty-eight degrees fifteen minutes, East three hundred and twenty-two feet; thence along the same South fifty-nine degrees, East one hundred and thirty feet; thence along the same South forty-two degrees, West one hundred and twelve feet; thence along the same South forty-six degrees thirty minutes, West two hundred feet; thence along the same South forty-three degrees thirty minutes, West two hundred and twelve feet to the said land now or late belonging to the estate of the said Abraham K. Beekman, deceased; thence along the same last-mentioned land South forty-seven degrees, East three hundred and fifty feet; thence along the same South forty-four degrees, East two hundred and twenty feet to the East River aforesaid, or place of beginning. Containing eighteen acres, one rood and twenty perches of land, as the same is delineated on the map hereunto annexed. Excepting and reserving thereout, nevertheless, the burying ground which is on the said land, together with a free passage and right of way to and from the same, for the use of all the heirs and descendants of the said Ann Hardenbrook, deceased, forever.

A small strip near Third Avenue was also vested in the Society of the New York Hospital. The title to this strip, anterior to its vesting in John A. Hardenbrook, will not now be considered, the said strip being part of the Common Lands

DEED.

JOHN A. HARDENBROOK *and*
 MARY, *his wife*,
to
 ROBERT THOMPSON.

Dated 31st Oct., 1817.
 Ack. 18th Nov., 1817.
 Rec. 4th Dec., 1817.
 123 Conveyances, 490.
 Consideration, \$400.

CONVEYS all that certain lot, piece or parcel of ground situate in the Ninth Ward of the City of New York, bounded and containing as follows, to wit: Northwesterly, in front on the road or Third Avenue, forty-five links, Southeasterly, in the rear, on land lately conveyed, or about being conveyed, by Mary Adams, John A. Hardenbrook and Robert Thompson, Executrix and Executors of the last will and testament of Ann Hardenbrook, deceased, to the Society of the New York Hospital, fifty links, Northeasterly by other ground of the said John A. Hardenbrook four chains and one hundred and sixty-eight links, or thereabouts, and Southwesterly by land either now or late of the corporation of the City of New York, or of Mr. Van Zandt, four chains and one hundred and sixty-eight links, or thereabouts. Containing seven-twentieths of an acre.

DEED.

ROBERT THOMPSON
to
The Society of the New York
Hospital.

Dated 24th Nov., 1817.
 Ack. 24th Nov., 1817.
 Rec. 4th Dec., 1817.
 123 Conveyances, 488.
 Consideration, \$1.00.

CONVEYS same premises by same description.

DEED.

The Society of the New York
Hospital
to
 PETER SCHERMERHORN, JR.

Dated 24th Mar., 1818.
 Proved 3d April, 1818.
 Ack. 8th April, 1818.
 126 Conveyances, 337.
 Consideration, \$14,000.

CONVEYS both pieces vested in the New York Hospital by the two deeds to them hereinbefore set forth, by the same descriptions.

Last Will and Testament
of
 PETER SCHERMERHORN.

} Dated 11th May, 1849.
 } Proved 8th July, 1852.
 } 104 Wills, 309.

Testator appoints his three sons, John J. Schermerhorn, Edmund H. Schermerhorn and William C. Schermerhorn, and his friend, Edward Bancker, his executors; and subsequently provides as follows :

“Whereas my deceased son, Peter Augustus Schermerhorn, departed this life shortly after his mother, my late lamented wife, having, before the illness of my said wife and when himself in failing health and without any prospect of surviving her, made and executed his last will and testament, whereby, after making a pecuniary provision for his three infant children, he bequeathed and devised to his wife, Adeline E., all the residue of his estate, both real and personal, whereof he might be seised or whereto he might be entitled at the time of his death, meaning and intending thereby, as I have no doubt, and as it was perfectly right and proper for him to do, to give back to his said wife the bulk of the large fortune which he received with her, but, in consequence of the sudden and unexpected death of his said mother a few days before him, his share in her real estate passed, under his said will, to his said wife, subject to my life estate therein, as tenant by the curtesy, which I have no doubt whatever, was contrary as well to his intention and wishes as to those of my said wife, could they have been ascertained or expressed in reference thereto, and inasmuch as my said daughter-in law has hitherto declined to make over to her

said children the said share in my deceased wife's estate, I feel myself in duty bound not only to notice the fact above stated, but to frame the provisions of this my will in regard to my said grandchildren accordingly. Fifth. Should my said daughter-in-law, at any time during my life or within thirty days after probate shall have been granted on this my will, and a copy thereof duly delivered to her, grant and convey to my said grandchildren, or such of them as may be living, all and singular her interest in my said wife's real estate, or should she have taken such measures as would fully assure to them, or the survivors of them, her interest in the said estate on her death, or should she be then deceased and the said estate vested in her said children as her heirs-at-law or devisees, and should her said children, any or either of them, survive me, then and in that case I hereby order and direct all my personal estate, my just debts and funeral and testamentary charges being first paid thereof, to be divided into four equal parts, and so much of my real estate as is situate either in the City and County of New York or in the County of Kings, to be likewise divided into four equal parts. * * * * * Eighth. Three of the said equal fourth parts of my real estate, situate either in the City and County of New York or in the County of Kings, I hereby give, devise and bequeath to my said three sons, John J. Schermerhorn, Edmund H. Schermerhorn and William C. Schermerhorn, one of the said equal fourth parts to each of them, for and during his life, and I give to each one of my said three sons power, according to a full discretion hereby given to each of them, to dispose of his own share of the said last mentioned real estate by will among his lawful issue and among his brothers and their lawful issue, including the said three children of my said deceased son, Peter Augustus, or among any of the said persons, in such shares and proportions and on such lawful conditions and limitations as he may think fit. Should either of my said three sons die without exercising the power

above given, I hereby give, devise and bequeath the share of the one, so dying, in the said last-mentioned real estate to his lawful issue, taking by representation, and to their heirs and assigns forever; but should the one so dying leave no lawful issue him surviving, then I give his share in the said last-mentioned real estate to his brothers and their lawful issue, taking by representation as to the issue of my said deceased son, Peter Augustus, and as to the issue of such of my other sons as may then be deceased. Ninth. The remaining equal fourth part of my real estate, situate either in the City and County of New York or in the County of Kings, I hereby give, devise and bequeath to the three children of my said deceased son, Peter Augustus, that is to say, Ellen, Henry A. and Frederick Augustus, in equal portions or share and share alike, and to her, his and their heirs forever, during the lives of the said Henry A. and Frederick Augustus and the survivor of them, but upon the death of such survivor the said remaining fourth part of the said last-mentioned real estate is to vest in the lawful issue of the said Henry A. and Frederick Augustus and in the said Ellen, if then living, or if she be then deceased, in her issue. Should one or two of my said three grandchildren die at or before the determination of the life estate above created in respect to their share, without having lawful issue, the interest of the one or two, so dying, in the said last-mentioned real estate shall pass to the survivors or survivor of them and to her, his or their lawful issue. Should all of my said three grandchildren be deceased at the time of the termination of the life estates above created in respect to their share, leaving no lawful issue, or should the said Ellen, after the whole of the said remaining fourth part of the said last-mentioned real estate may have vested in her, by reason of the decease of the said Henry A. and Frederick Augustus, leaving no lawful issue, die under the age of twenty-one years and leaving no issue, then the said remaining fourth part of the said last-mentioned real estate

shall vest in my right heirs-at-law. Tenth. But should my said daughter-in-law, contrary to my wishes and earnest entreaties, refuse or decline or neglect to vest, or cause to be vested, in my said three grandchildren, or the survivors or survivor of them, the said estate derived by her under the will of her said husband from my deceased wife, in manner aforesaid, or should my said three grandchildren all die before me without leaving any issue, then and in either such case I hereby order and direct the whole of my estate, both real and personal, to be divided into three equal parts, one of which parts I hereby give and devise and bequeath unto each of my three said surviving sons, their respective executors, administrators, issue and heirs, under the same limitations and restrictions, with the same powers, in the same events, for the same estates and in the same manner in all respects as is above particularly expressed in regard to each of my said three surviving sons, in the event of my estate being divided into four equal parts. Eleventh. Whatever shares, whether the one-fourth or the one-third part, my said three surviving sons may respectively take in my estate, I hereby authorize and empower them respectively, and each of them, and the guardians for my said three grandchildren during their respective minorities, and my said three grandchildren themselves, after their respective majorities, in case they shall take a share in my estate under this my will, to lease their respective shares of my real estate, or any part or parts thereof, for any term of years not exceeding seven, to commence in possession or within three months after the execution of the lease, except the lots of the Louvre and Belmont Farms, and the lots in the City of Brooklyn, which may be let for any term of years they may severally see fit, not exceeding twenty-one years. * * *

Fourteenth. Believing it to be for the advantage of my children, I do most earnestly recommend that no actual division or partition be made of my real estate, but that they will agree that the same be managed as one entire estate, etc. * * * * *

Lastly. In order to provide for the event of any lapsed or void legacy or devise, or any other contingency which may happen, whereby it may be adjudged that I shall have died intestate in regard to any part or parts of my property or estate, either real or personal, I hereby give, devise and bequeath all and singular the rest, residue and remainder of my property and estate, whatsoever and wheresoever, both real and personal, unto my before-named three sons and my said three grandchildren (the said grandchildren, or the survivors or survivor of them, taking together, if more than one, one share); share and share alike, in case my said grandchildren shall, according to the foregoing provisions of my will, take any share in my said property and estate. But in case they shall not take any share therein, then I hereby give, devise and bequeath the said rest, residue and remainder to my said three sons and the issue of such of them as may hereafter die before me, such issue taking the same share as the deceased parent would have taken, had he survived me."

By codicil dated 3d February, 1852, he provides, amongst other clauses, as follows: "First. Whereas I have, by my said will, given and devised to each of my three sons, John J. Schermerhorn, Edmund H. Schermerhorn and William C. Schermerhorn, for their respective lives, a certain share or portion of my real estate, with remainder to certain persons and in certain events in said will specified. And whereas I now deem it expedient to give to each of my said three sons in fee the portion of my said real estate which would vest in him for life under my said will; now therefore, I hereby revoke, annul and disallow all and singular the provisions of my said will whereby any future estate is created in either of said three shares after the death of my said sons or either of them, or whereby any part of my real estate is devised to any persons or class of persons on the death of my said sons or either of them.

And I hereby give and devise to each of my said three sons absolutely in fee all and every share or portion of my real estate by said will given or devised to him for life, subject nevertheless to the power of sale by said will and by this codicil conferred on my executors as to certain parts thereof, but with no other restriction, limitation or qualification. And it is my meaning and intention that this modification of said devise shall equally take effect whether the share of my real estate taken by each of my said sons shall be the one-third or the one-fourth part thereof, or, in other words, whether the widow of my deceased son, Peter Augustus Schermerhorn, shall or shall not elect to comply with the condition on which I have by my said will devised a part of my property and estate to the children of my deceased son. Second. I authorize and empower my said Executors, in their discretion, and whenever they may think fit, to sell and convey those portions of my real estate in the City of New York which are known as the Louvre Farm and the Belmont Farm, or any part or parts of either, and my real estate in the City of Brooklyn or any part or parts thereof, the proceeds of any such sale to be deemed real estate and not personal property, to be disposed of by my said executors accordingly."

Peter Schermerhorn died on 23d June, 1852, leaving him surviving three children—

1. John Jones Schermerhorn,
2. William C. Schermerhorn,
3. Edmund H. Schermerhorn,

and three grandchildren, children of his deceased son, Peter Augustus Schermerhorn—

1. Ellen, afterwards wife of Richard T. Auchmuty, whom she married in February, 1867.
2. Henry A. Schermerhorn,
3. Frederick A. Schermerhorn.

Henry A. Schermerhorn, one of the children of Peter Augustus Schermerhorn, died on 9th June, 1869, unmarried, intestate and without issue.

<div style="border: 1px solid black; padding: 5px;"> ADELINE E. SCHERMERHORN <i>to</i> ELLEN SCHERMERHORN, HENRY A. SCHERMERHORN <i>and</i> FRED- ERICK AUGUSTUS SCHERMER- HORN. </div>	DEED. <hr style="width: 10%; margin: 5px auto;"/> Dated 16th July, 1852. Proved 16th July, 1852. Rec. 22d July, 1852. 608 Conveyances, 621. Consideration, \$1.00.

RECITES will of Peter Augustus Schermerhorn, and the will of his father, Peter Schermerhorn, and that she, the said Adeline E. Schermerhorn, has elected to dispose of the share of the said Peter Augustus Schermerhorn in the real estate of his mother, vested in her by his will, in such manner as to comply with the provisions of the said will of Peter Schermerhorn.

CONVEYS all and singular the share, part and portion which the said Peter Augustus Schermerhorn had and inherited, or was in any way entitled to at the time of his death, in the real estate whereof his mother, the said Sarah Schermerhorn, died seised, or was in any way entitled to at the time of her death, and which passed and were devised by him, the said Peter Augustus Schermerhorn, under and by virtue of his last will and testament to the said party of the first part.

Attached to this deed and recorded immediately thereafter is an admission, by the testamentary guardians of the infant children of said Peter Augustus Schermerhorn, of due delivery of said deed to them on 16th July, 1852.

SUPREME COURT.

CITY AND COUNTY OF NEW YORK.

WILLIAM C. SCHERMERHORN
and ANN E. H., *his wife*,
against

EDMUND H. SCHERMERHORN,
JOHN JONES SCHERMERHORN,
FREDERICK A. SCHERMER-
HORN and RICHARD T. AUCH-
MUTY and ELLEN, *his wife*.

G. T. STRONG and
E. G. DRAKE, JR.,
Plaintiff's Attorneys.

- 1869—June 18. Complaint in partition filed.
July 14. Order of reference to James S. Merriam
on title. Consent of Chas. E. Strong,
attorney for all defendants, attached to
this order.
- 1870—February 4. Referee's report on title filed.
February 4. Decree of partition entered. James Cruik-
shank, Andrian H. Muller and James F.
Chamberlain appointed Commissioners
of partition. Consent of Charles E.
Strong annexed.
- 1871—November 4. Commissioners' report of partition filed.
November 4. Final judgment of partition entered, on
similar consent.

Commissioners caused a map to be made of the property to
be partitioned, which included also lot number one of the Louvre
Farm. This map is bound in a book, and filed in the Regis-
ter's office in case number 726. They set apart

To William C. Schermerhorn allotments numbered one and two,
and the color red, comprising lots 37, 38, 39, 40

on block 271; 9, 10, 11, 12, 37, 38, 39, 40, 45, 46, 47, 48 on block 272; 19, 20, 21, 22, 23, 24 on block 270; 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52 on block 183; 28½, 29, 30 on block 181; 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 on block 93; 28½ on block 90; 22, 23, 24, 25, 26, 27, 28, 29 on block 91; 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52 on block 28.

To Edmund H. Schermerhorn allotments seven and eight, colored green, comprising lots 41, 42, 43, 44 on block 271; 21, 22, 23, 24, 25, 26, 27, 28, 5, 6, 7, 8, 41, 42, 43, 44 on block 272; 25, 26, 27, 28, 29, 30 on block 270; 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39 on block 183; 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48 on block 93; 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52 on block 29.

To John Jones Schermerhorn allotments numbers five and six, colored yellow, comprising lots 45, 46, 47, 48, 33, 34, 35, 36, 19, 20, 21, 22, 23, 24 on block 271; 13, 14, 15, 16, 33, 34, 35, 36 on block 272; 52, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 on block 184; 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39 on block 182, 47 on block

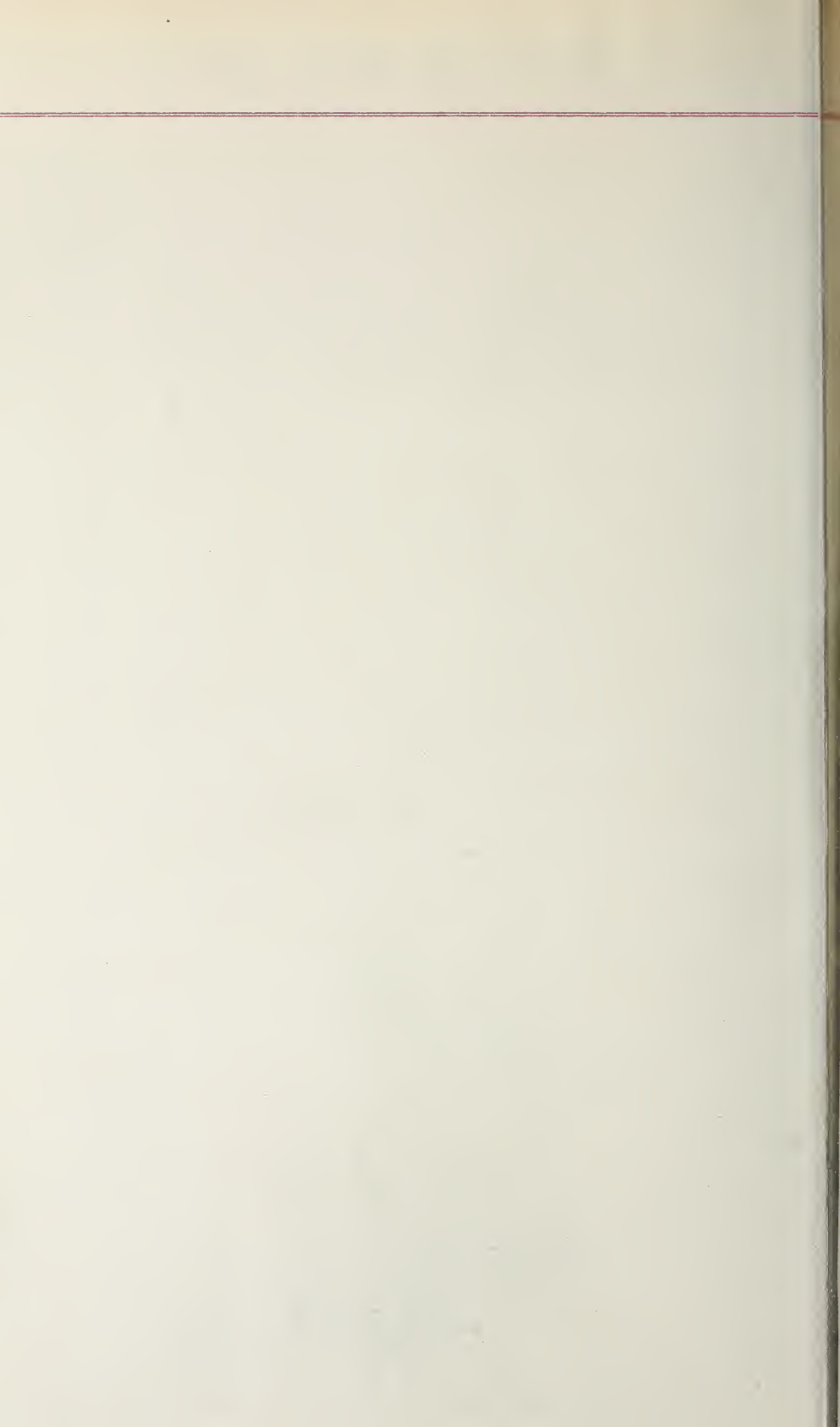
92; 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52 on block 27.

To Ellen Auchmuty allotment three, colored blue, comprising lots 27, 28, 29, 30 on block 271; 3, 4, 19, 20, 29, 30 on block 272; 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52 on block 182; 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 47, 48 on block 94; 26, 27, 28, 29 on block 92; 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 on block 26.

To Frederick A. Schermerhorn allotment four, colored pink, comprising lots 25, 26, 31, 32 on block 271; 1, 2, 17, 18, 31, 32 on block 272; 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 on block 182; 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 on block 94; 22, 23, 24, 25 on block 92; 1, 2, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 on block 30.

Ellen Auchmuty to pay \$244.34½ to Frederick A. Schermerhorn. John Jones Schermerhorn to pay \$1,633.21 to Wm. C. and Fred. A. Schermerhorn.

Notes on the Widow Hardenbrook Tract.



THE LOUVRE FARM.

The title to this tract was originally derived from three sources, as follows: The Northeasterly portion, consisting of about sixty acres, was conveyed by Patent from the State to John Bassett. The Southeasterly portion, consisting of about thirty acres, was conveyed by Patent from the State to Cornelius Mattysen. The rest of the tract, consisting of about thirty-three acres and a quarter, was conveyed by the City to John Jones. (See Map of the Patents, ante page 249, for the location and boundaries of these respective pieces.)

TITLE TO JOHN BASSETT PIECE.

PATENT.

SIR EDMUND ANDROS,
Governor, etc.,
to
JOHN BASSETT.

Dated 9th Oct., 1677.
Recorded in Secretary
State's Office at Albany.
4 Patents, 127.

"Whereas there is a certain piece of land upon this island Manhattans, ye which, by virtue of my warrant, hath beane layd out for John Bassett, ye said land being in breadth by ye water side eighty rodde, and ranging into ye woods one hundred and twenty rodde, being bounded to ye Northeast by ye land of George Elverson, to ye Northwest by ye Commons, and

to ye Southwest by ye land of Cornelius Mattison. Containing in all sixty acres, as by ye returne of ye survey may and doth appeare."

CONVEYS said premises to the patentee, reserving "a quittance of one bushell of good winter wheat, to be paid at New York."

<hr/> JOHN BASSETT <i>to</i> WILLIAM GREEN. <hr/>	DEED. Not recorded, but recited in 65 Conveyances, 367.
---	---

CONVEYS same premises.

<hr/> WILLIAM GREEN <i>to</i> WILLIAM HALLETT. <hr/>	DEED. Not recorded, but recited in 65 Conveyances, 367.
--	---

CONVEYS same premises.

<hr/> WILLIAM HALLETT <i>to</i> GEORGE HALLETT. <hr/>	DEED. Not Recorded, but recited in 65 Conveyances, 367.
---	---

CONVEYS same premises.

TITLE TO CORNELIUS MATTYSEN PIECE.

<hr/> SIR EDMUND ANDROS, <i>Governor, etc.,</i> <i>to</i> CORNELIUS MATTYSEN. <hr/>	PATENT.
--	---------

CONVEYS that certain piece of land upon this Island Man

hattans lying and being to ye Northward of Turtle Bay, being bounded to ye Southwest by ye land of Jacobus Fabricius, and to ye Southeast by ye River, being in breadth by ye River eighty rods, and in length one hundred and twenty rods, being bounded to ye Northeast by ye land of John Bassett and to ye Northwest by ye Commons. Containing sixty acres.

CORNELIUS MATTYSEN
to
JOHANNES PIETERSON.

DEED.

Not recorded, but recited in
65 Conveyances, 367.

CONVEYS the Northeasterly thirty acres included in the tract in question.

JOHANNES PIETERSON
to
GEORGE HALLETT.

DEED.

Not recorded, but recited in
65 Conveyances, 367.

CONVEYS same premises.

Thus George Hallett became seised of ninety acres of the farm in question, being all of said farm not vested in the City.

GEORGE HALLETT and
PRECILLA, *his wife*,
to
ABRAHAM LAMETER.

DEED.

Dated 2d May, 1727.
Not recorded, but recited in
65 Conveyances, 367.

CONVEYS said ninety acres.

ABRAHAM LAMETER <i>and</i> CATHARINA, <i>his wife,</i> <i>to</i> DAVID PROVOOST.	DEED. — Dated 11th Sept., 1742 Not recorded, but recited in 65 Conveyances, 367.
---	--

CONVEYS all them two tracts, pieces or parcels of lands situate, lying and being on the Island Manhattans, in the outward of the City aforesaid, containing ninety acres in all, sixty acres whereof was by patent from Edmund Andross, Esq., then Governor and Commander-in-chief of this Province, granted to John Bassett, his heirs and assigns, which patent bears date the ninth day of October, Anno Domini 1677, which said John Bassett did convey the said sixty acres to William Green, and the said William Green did convey the same to William Hallett, and the said William Hallett did grant the said sixty acres to George Hallett, his heirs and assigns forever. And thirty acres residue of the said ninety acres, was likewise granted by the said Edmund Andross, Esq., to Cornelius Mattysen, and conveyed by the said Cornelius Mattysen to Johannes Pieterse, and conveyed by said Pieterse to the said George Hallett and to his heirs and assigns forever, which said sixty acres and said thirty acres was granted, sold and conveyed by the said George Hallett and Precilla, his wife, unto the said Abraham Lameter by an indenture bearing date the second day of May Anno Domini 1727, reference being thereunto and all other the conveyances respectively above-mentioned had, may more fully and at large appear, and the said sixty acres contains in breadth along the water side eighty rod, and ranging into the woods one hundred and twenty rod, being bounded on the Northeast by the land late of Thomas Hook, deceased, and now of Johannes Devoer, to the Northwest by the Commons, to the Southwest by the said thirty acres, and Southeast by the River. And the said thirty acres contains in breadth by the water side

forty rod, and ranging into the woods one hundred and twenty rod, being bounded Southwest by the land now of John Bass, Northeast by the said sixty acres, Northwest by the Commons, and Southeast by the River, more or less.

DEED.

DAVID PROVOOST
to
SARAH BOLTON LOFTUS.

Dated 6th Dec., 1777.
Not recorded, but recited in
44 Conveyances, 23c.

CONVEYS all that certain Mansion or Dwelling House, Lands and premises, called the Louvre Farm, situate, lying and being in the outward of the City of New York aforesaid. "To have and to hold the said mansion or dwelling-house and farm and premises therein mentioned and described, and thereby granted, or meant, mentioned or intended so to be, with their and every of their appurtenances, from and immediately after the decease of the said David Provoost, unto and to and for the sole and only proper use and benefit and behoof of the said Sarah Boulton Loftus, during the term of her natural life, if she shall so long remain unmarried, the family of the said David Provoost having liberty to go to and from the Family Vault, as occasion may require, with full power and authority hereby given her, if she should survive the said David Provoost, to grant, convey and assign, either by Deed or Will, as she, the said Sarah Boulton Loftus, should think fit, all and singular the said mansion or dwelling house, lands and farm, called the Louvre, thereinbefore mentioned and described, and all and every the Hereditaments and appurtenances, as well as the several articles and things whatsoever to and about the same, unto such Grand Child or Grand Children of him, the said David Provoost, lawfully begotten, whether in line of his son John Provoost or that of his son William Provoost, in such proportion, share and part as the

said Sarah Boulton Loftus should, by such deed or will, direct and appoint, and to be and remain by virtue thereof unto such Grand Child or Grand Children and his, her or their Heirs Male forever, as tenants in common and not as joint tenants."

Last Will and Testament
of
DAVID PROVOOST.

}

Dated 1st Sept., 1781.
Proved 29th Oct., 1781.
34 Wills, 304.

"I do hereby ratify and confirm the deed of gift which I have heretofore executed to the said Sarah Bolton Loftus, for the farm, buildings and improvements thereon, on which I now reside, situate on the East River, and commonly called the Louvre, and also all such other deeds and instruments in writing as I have heretofore executed to the said Sarah Bolton Loftus, which I hereby will shall have their full power and effect, according to their true intent and meaning."

SARAH BOLTON LOFTUS
to
JAMES PROVOOST, *eldest son of*
JOHN PROVOOST, *eldest son of*
DAVID PROVOOST.

DEED.

}

Dated 19th Mar., 1787.
Ack. 22d Mar, 1787.
Rec. 4th June, 1787.
44 Conveyances, 230.
Considerat'n, 10 shillings

RECITES a request by the children of John and William Provoost, the sons of said David Provoost, that the said Sarah Bolton Loftus execute the power, trust and authority given her by said deeds and will, and that, in execution thereof, she convey the said premises to James Provoost, one of said grandchildren, and to his heirs and assigns, to the end that he, the said James Provoost, being so seised, may convey and grant unto the rest of the said grandchildren of said David Provoost, each one equal and undivided eighth part of said premises, to

be held and enjoyed by them and their respective heirs and assigns as tenants in common, after the death of the said Sarah Bolton Loftus.

CONVEYS same premises "in as full and ample manner as she, the said Sarah Bolton Loftus, hath power and authority to grant and convey the same." To have and to hold the same, from and immediately after the decease of the said Sarah Bolton Loftus, unto the said James Provoost, his heirs and assigns forever.

JAMES PROVOOST

to

JOHN PROVOOST, *of 2d part*,
DAVID PROVOOST, *of 3d part*,
JOHANA BOWNE, *of 4th part*,
Children of JOHN PROVOOST,
WILLIAM PROVOOST, *of 5th part*,
CATHARINE PROVOOST, *of 6th*
part. JOHANNA KELLY, *wife*
of SAMUEL KELLY, of 7th part,
HELENA, *wife of PETER YS-*
BRAND BUURMA, of 8th part,
Children of WILLIAM PRO-
VOOST.

DEED.

Dated 20th Mar., 1787.

Ack. 22d Mar., 1787.

Rec. 5th June, 1787.

44 Conveyances, 238.

Considera'n 10 shillings.

CONVEYS to each one full, equal and just undivided eighth part of same premises.

DEED.

SAME

to

SAME.

Dated 21st Mar., 1787.

Ack. 22d Mar., 1787.

Rec. 6th June, 1787.

44 Conveyances, 253.

Consideration, £10.

RECITES that "whereas it is the intention of the said parties to these presents that the estate of the said David Provoost, deceased, shall be divided equally among all his Grand Children, and Doubts may arise as to the Construction or Efficacy of any Deeds already executed for that purpose by the said James Provoost, and in order to remove all doubts."

CONVEYS to said parties (in their actual possession by virtue of a bargain and sale thereof made for one whole year, by indenture bearing date the day next before the date of these presents, and by force of the statute for transferring uses into possession) and to their heirs and assigns forever, all those seven equal undivided eighth parts, the whole into eight equal parts to be divided, of same premises by same description.

Catharine Provoost married Samuel Armour.

Helena Y. Buurma became a widow and married David Deas, as recited in next deed.

James Provoost died, leaving two children, viz.:

Catharine Johanna, who married Benjamin R. Seaman, and Ann R., who married George C. Thomas.

JOHN BOWNE and JOHANNA, *his wife, of 1st part*, JOHN PROVOOST and CATHARINE, *his wife, of 2d part*, SAMUEL KELLY and JOHANNA, *his wife, of 3d part*, SAMUEL ARMOUR and CATHARINE, *his wife, of 4th part*, DAVID DEAS and HELENA, *his wife, of 5th part*, WILLIAM T. PROVOOST and MARY, *his wife, of 6th part*,
to
JOHN JONES.

DEED.

Dated 18th Mar., 1796.
Ack. on different days.
Rec. 13th Oct., 1803.
65 Conveyances, 367.
Consideration, £1,250 to each of said six parties.

CONVEYS six full, equal and just undivided eighth parts of same tract, after the death of Sarah Bolton Loftus.

Excepting and reserving unto and to the use of said parties of the first, second, third, fourth, fifth and sixth parts, their heirs and assigns forever, all their right and interest of, in and to the family vault built on the aforesaid premises by the said David Provoost, in which the remains of the said David Provoost are deposited, with free liberty of egress and regress to and from the said vault by such way or passage, leading from the same, as he, the said John Jones, shall direct and appoint.

Mr. Holmes, in his map of this farm, locates this cemetery on the North side of 71st street, about 250 feet East of Avenue A.

SARAH BOLTON LOFTUS

to

JOHN LEARY, JR.

DEED.

Recited in the following deed.

CONVEYS her life estate in same premises.

DEED.

JOHN LEARY, JR., *and*

ELIZABETH, *his wife,*

to

JOHN JONES.

Dated 7th July, 1796.

Ack. 7th July, 1796.

Rec. 14th Oct., 1803.

65 Conveyances, 377.

Consideration, £4,200.

CONVEYS said life estate of Sarah Bolton Loftus in same premises.

DEED.

DAVID PROVOOST *and*

ELIZABETH, *his wife,*

to

JOHN JONES.

Dated 14th May, 1802.

Ack. 14th May, 1802.

Rec. 15th Oct., 1803.

65 Conveyances, 379.

Consideration, £1,250.

RECITES purchase by John Jones of the Louvre Farm on 7th July, 1796; that David Provoost, being then an infant, John Bowne, his guardian, agreed to sell said infant's interest in said farm for £1,250, and that said infant should ratify such sale on coming of age and execute a deed of said premises, and further recites that the said David Provoost had now reached full age. Ratifies said contract of sale and releases and conveys same premises by same description, with same reservation.

DEED.

BENJAMIN R. SEAMAN *and*
 CATHARINE JOHANNAH, *his wife*,
to
 JOHN JONES.

Dated 24th Oct, 1804.
 Ack. 24th Oct., 1804.
 Rec. 28th Mar., 1805.
 69 Conveyances, 224.
 Consideration, \$2,800.

CONVEYS one full equal undivided sixteenth part of same premises by same description, with same reservation.

DEED.

GEORGE C. THOMAS *and*
 ANN R., *his wife*,
to
 JOHN JONES.

Dated 29th April, 1806.
 Ack. 30th April, 1806.
 Rec. 30th Aug., 1809.
 84 Conveyances, 56.
 Consideration, \$3,100.

CONVEYS one full equal undivided sixteenth part of same premises by same description, with same reservation.

Previous to obtaining the above releases from the grandchildren of David Provoost, the title had become vested in John Jones, by sale to him by virtue of an act of the legislature, as follows:

An act of the Legislature was passed April 25, 1785, vesting all the real estate of which the said David Provoost died seised, in George Remsen, Charles Crommelien and Aaron Burr and the survivor of them, in trust to sell and dispose of as they shall deem most conducive to the interest of the devisees of the said David Provoost. And the act further provided that, if they or either of them should neglect or refuse to assume the trust, the Chancellor, upon the application of any of the devisees, might appoint others in their place. Charles Crommelien and Aaron Burr neglected and refused to assume the trust, and the chancellor, on the petition of the devisees of David Provoost, on 21st December, 1785, appointed Daniel Ludlow and Rem P. Remsen Trustees in place of those so refusing.

<hr/> GEORGE REMSEN, DANIEL LUD- LOW <i>and</i> REM P. REMSON, <i>Trustees as aforesaid,</i> <i>to</i> JOHN JONES. <hr/>	}	DEED. <hr/> Dated 13th Mar., 1796. Ack. 21st Mar., 1796. Rec. 13th Oct., 1803. 65 Conveyances, 363. Considera'n 20 shillings.
---	---	--

RECITES above act and proceedings and conveys same premises with same reservation.

Thus John Jones became seised of the whole of said ninety acres, part of the farm in question. The rest of said farm was derived by deed from the City as follows :

<hr/> <i>The Mayor; Aldermen and Com-</i> <i>monalty of the City of New York</i> <i>to</i> JOHN JONES. <hr/>	}	DEED. <hr/> Dated 27th Jan., 1800. Not recorded, but recit- ed in 482 Conveyances, 207.
--	---	---

CONVEYS all that certain piece, lot or parcel of the Common Lands of the said party of the first part situate in the Seventh Ward of the City of New York, and described in the survey and map or chart of the said common lands filed in the office of the Clerk of the City. Bounded in front to the Northwest by the public road or highway commonly called the Post Road, as the same is lately laid out, and in the rear to the Southeast by the land of said party of second part, to the Northeast by other of the said common lands lying between the lands now or late of Dickson, Stockholm & Co. and the said Post Road, and on the Southwest by other of the said common lands now in the possession of and granted, or intended to be granted, to John Hardenbrook. Containing thirty-three acres and one-fourth part of an acre. Subject, however, to certain yearly rents.

These rents were commuted and released by instrument dated 18th November, 1846, and recorded in Liber 482 Conveyances, 207, in consideration of \$683.29.

John Jones, being thus seised of the whole of said farm, died on 29th September, 1806, intestate, leaving him surviving Eleanor Jones, his widow, and

1. Sarah, wife of Peter Schermerhorn.
2. John Jones.
3. James I. Jones.
4. Frances M. Jones, who married Edmund H. Pendleton in January, 1811.
5. Isaac Colford Jones.
6. William Henry Jones.
7. Eleanor Margaret Jones, who died in January, 1814, intestate, unmarried and without issue.

IN CHANCERY. *Before Chancellor.*

PETER SCHERMERHORN, JR., *and*
SARAH, *his wife,*

vs.

JOHN JONES, JAMES I. JONES, EDMUND H. PENDLETON *and* FRANCES MARIA, *his wife,* ISAAC COLFORD JONES *and* WILLIAM HENRY JONES (*an infant by* JOHN JONES, *his guardian*) *and* ELEANOR JONES.

- 1814—June 29. Bill for partition filed.
- July 15. Order on petition of infant, appointing John Jones guardian *ad litem* of William Henry Jones. Answer filed.
- July 15. Answer of John Jones, James I. Jones, Edmund H. Pendleton and Frances Maria Pendleton, his wife, and Eleanor Jones, filed.
- July 15. Answer of Isaac C. Jones.
- July 15. Order of reference on rights of parties, title, etc.
- July 15. Master's report filed.
- 1816—November 1. Decree of partition entered, appointing Joshua Jones, Francis B. Winthrop and Isaac Jones Commissioners of Partition.
- 1817—July 8. Commissioners' report of partition filed. They divided the premises into six lots, allotting them as follows:
- Lot one to Sarah Schermerhorn, whose share was charged with the payment of \$2,123.59½.

1817—July

S. Lot two to James I. Jones, whose share was charged with the payment of \$71.09½.

Lot three to John Jones, whose share was charged with the payment of \$6,222.65.

Lot four to Isaac Colford Jones.

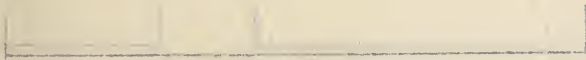
Lot five to Frances M. Pendleton.

Lot six to William H. Jones.

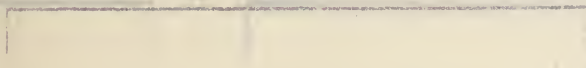
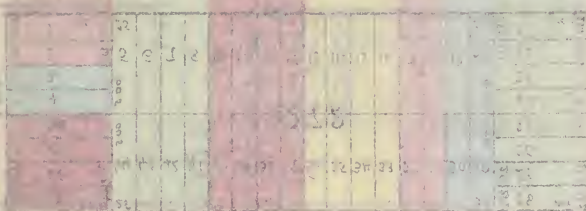
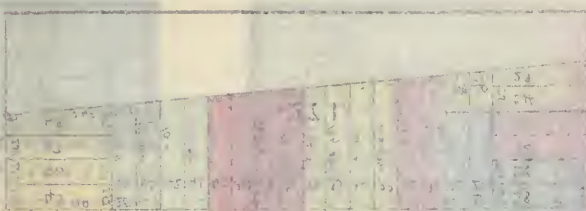
Final decree of partition entered.

1818—October

8. Decree enrolled.

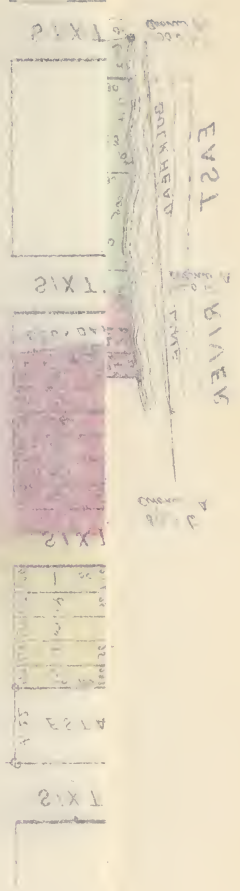


Approved for use by the U.S. Army Corps of Engineers
GOOLAKE FARM
OF THE
SUBDIVISION NUMBER ONE
OF
MASS

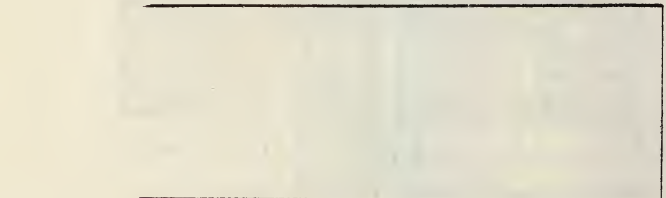
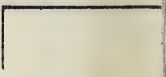


SECOND

AVENUE



A.



SUB-DIVISION NUMBER ONE OF THE LOUVRE FARM.

Sub-division number one (No. 1) was set apart to Sarah Schermerhorn, and is described in the said Commissioners' report in suit of Schermerhorn *vs.* Jones, as "situated, lying and being in the Ninth Ward of the City of New York, between the after-mentioned Third Avenue, leading to Harlaem Bridge, and the East River. Bounded Southeasterly by the East River, Northwesterly by the Avenue distinguished on the City map, made by or under the direction of the Commissioners appointed by an act entitled, An act relative to improvements touching the laying out of streets and roads in the City of New York, and for other purposes, passed April 3, 1807, by Third Avenue, Southwesterly by land and premises now or lately in the possession of the Widow Hardenbrook. and Northeasterly by lot (No. 2) number two of the said premises, so by us divided as aforesaid, and more particularly Butted, Bounded and described as follows, that is to say: Beginning at the Southeasterly corner of the said premises, so divided by us, on the East River, at the said land and premises now or lately in the

possession of Widow Hardenbrook, and running thence along the division line between the said land and premises now or lately in the possession of the Widow Hardenbrook and the said premises so by us divided, from the East River to the Third Avenue, the courses and distances as follows, to wit: running from the said place of beginning first North forty-eight degrees, West seven hundred and twenty-two feet; then North forty-six degrees, West two hundred and twenty-four feet; then North forty-five degrees, West four hundred and fifty-five feet; then North forty-eight degrees, West four hundred and thirty feet, and then North fifty degrees and thirty minutes, West nine hundred and forty feet to the said Third Avenue, at the distance of ninety-six feet from the Southwesterly side of the street distinguished on the City Map aforesaid by Sixty-eighth Street; and thence running Northeasterly on and along the Southeasterly side of Third Avenue three hundred and fifty-six feet and eight inches, crossing Sixty-eighth Street to the street distinguished on the City Map aforesaid by Sixty-ninth Street; then Southeasterly on and along the Southwesterly side of Sixty-ninth Street to and across the Avenue distinguished on the City Map aforesaid by Second Avenue seven hundred and ten feet to the Southeasterly corner made by the intersection of said Second Avenue and said Sixty-ninth Street: then Southwesterly on and along the Southeasterly side of Second Avenue seventy-seven feet four inches; then Southeasterly on a parallel line with Sixty-ninth Street and at the distance of seventy-seven feet and four inches Southwesterly therefrom to and across the avenue distinguished on the City Map aforesaid by First Avenue seven hundred and fifty feet to a point or place on the Southeasterly side or line of the said First Avenue at the distance of seventy-seven feet and four inches Southwesterly from the Southeasterly corner made by the intersection of the said First Avenue and Sixty-ninth Street; then Southwesterly on and along the Southeasterly side or line of the said First Avenue

two hundred and thirty-eight feet and eight inches to a point or place on the said Southeasterly line or side of First Avenue fifty-five feet four inches Southwesterly from Sixty-eighth Street aforesaid: thence Southeasterly on a line parallel with Sixty-eighth Street and at the distance of fifty-five feet four inches from the Southwesterly side thereof seven hundred and seventy feet to and across the avenue distinguished on the City Map aforesaid by Avenue A; then Southwesterly on and along the Southeasterly line or side of Avenue A ninety-five feet four inches to a point or place on the said Southeasterly side or line of said Avenue A fifty feet Northeasterly from the street distinguished on the City Map aforesaid by Sixty-seventh street; thence Southeasterly on a line parallel with Sixty-seventh Street and at the distance of fifty feet from the Northeasterly side thereof to the East River; and then along the said East River as it runs, crossing Sixty-seventh Street, and being three hundred and thirty-seven feet, measuring the same on a line at right angles with the said last-mentioned street, to the said Southeasterly corner of the said premises so divided, to the aforesaid place of beginning. Containing, inclusive of streets and avenues, twenty-one acres, three roods and two perches of land, according to the survey and map aforesaid made of the said premises under our direction as aforesaid."

Sarah Schermerhorn died on 28th April, 1845, intestate, leaving her surviving her husband, Peter Schermerhorn.

1. John Jones Schermerhorn,
 2. William C. Schermerhorn.
 3. Edmund H. Schermerhorn,
 4. Peter Augustus Schermerhorn,
- her only children and heirs-at-law.

Peter Augustus Schermerhorn, one of said children, died on 6th May, 1845.

*Last Will and Testament
of*
PETER AUGUSTUS SCHERMER-
HORN.

Dated 27th Mar., 1845.
Proved 28th May, 1845.
91 Wills, 296.

GIVES to his Executors and Trustees out of his personal estate an amount equal to the sum of \$30,000 multiplied by the number of children (including posthumous children which may be living at the time of his decease), to be held in trust as therein provided, and then makes the following devise :

“ All the rest, residue and remainder of the estate, both real and personal, which I shall be seised, or possessed of, or in any way entitled to at the time of my decease, I give, devise and bequeath unto my said beloved wife, Adeline, to have and to hold the same, as to the real estate, unto her heirs and assigns forever, and as to the personal estate, unto her executors, administrators and assigns forever ; and in view of this bequest and devise I rely upon the parental affection of my said wife to maintain, support and educate my children in a manner suitable to her means and their station at her own expense until they shall receive their shares of the amount above bequeathed unto my said trustees, or respectively attain lawful age. * * * The provisions hereby made for my said wife, being intended by me, and is to be accepted by her, in bar and lieu of all dower, right and other claims which she may have upon my estate, either real or personal.”

JOHN JONES SCHERMERHORN,
EDMUND H. SCHERMERHORN,
WILLIAM C. SCHERMERHORN
and ADELINE E. SCHERMER-
HORN.
to
PETER SCHERMERHORN

DEED.

Dated 22d Sept., 1845.
Ack. 23d Sept, 1845.
Rec. 3d Oct., 1845.
463 Conveyances, 538.
Consideration, \$5.00.

CONVEYS the share, purport and portion of the said parties of the first part, and of each of them, of, in and to all and singular that certain farm, tract, piece or parcel of land, commonly called and known as the Louvre Farm, situate, lying and being in the Twelfth Ward of the said City of New York and on the Easterly side of the Third Avenue, being part and parcel of the real estate whereof the said Sarah Schermerhorn, the mother of the said John Jones Schermerhorn, Edmund H. Schermerhorn, William C. Schermerhorn and Peter Augustus Schermerhorn died seised or entitled to, and which, upon her death, descended to them as her sole heirs-at-law, in equal portions or shares.

Last Will and Testament
of
 PETER SCHERMERHORN.

} Dated 11th May, 1849.
 } Proved 8th July, 1852.
 } 104 Wills, 309.

Testator appoints his three sons, John J. Schermerhorn, Edmund H. Schermerhorn and William C. Schermerhorn, and his friend, Edward Bancker, his executors; and subsequently provides as follows:

“Whereas my deceased son, Peter Augustus Schermerhorn, departed this life shortly after his mother, my late lamented wife, having, before the illness of my said wife and when himself in failing health and without any prospect of surviving her, made and executed his last will and testament, whereby, after making a pecuniary provision for his three infant children, he bequeathed and devised to his wife, Adeline E., all the residue of his estate, both real and personal, whereof he might be seised or whereto he might be entitled at the time of his death, meaning and intending thereby, as I have no doubt, and as it was perfectly right and proper for him to do, to give back to his

said wife the bulk of the large fortune which he received with her, but, in consequence of the sudden and unexpected death of his said mother a few days before him, his share in her real estate passed, under his said will, to his said wife, subject to my life estate therein, as tenant by the curtesy, which I have no doubt whatever, was contrary as well to his intention and wishes as to those of my said wife, could they have been ascertained or expressed in reference thereto, and inasmuch as my said daughter-in-law has hitherto declined to make over to her said children the said share in my deceased wife's estate, I feel myself in duty bound not only to notice the fact above stated, but to frame the provisions of this my will in regard to my said grandchildren accordingly. Fifth. Should my said daughter-in-law, at any time during my life or within thirty days after probate shall have been granted on this my will, and a copy thereof duly delivered to her, grant and convey to my said grandchildren, or such of them as may be living, all and singular her interest in my said wife's real estate, or should she have taken such measures as would fully assure to them, or the survivors of them, her interest in the said estate on her death, or should she be then deceased and the said estate vested in her said children as her heirs-at-law or devisees, and should her said children, any or either of them, survive me, then and in that case I hereby order and direct all my personal estate, my just debts and funeral and testamentary charges being first paid thereof, to be divided into four equal parts, and so much of my real estate as is situate either in the City and County of New York or in the County of Kings, to be likewise divided into four equal parts. * * * * * Eighth. Three of the said equal fourth parts of my real estate, situate either in the City and County of New York or in the County of Kings, I hereby give, devise and bequeath to my said three sons, John J. Schermerhorn, Edmund H. Schermerhorn and William C. Schermerhorn, one of the said equal fourth parts to each of them, for

and during his life, and I give to each one of my said three sons power, according to a full discretion hereby given to each of them, to dispose of his own share of the said last-mentioned real estate by will among his lawful issue and among his brothers and their lawful issue, including the said three children of my said deceased son, Peter Augustus, or among any of the said persons, in such shares and proportions and on such lawful conditions and limitations as he may think fit. Should either of my said three sons die without exercising the power above given, I hereby give, devise and bequeath the share of the one, so dying, in the said last-mentioned real estate to his lawful issue, taking by representation, and to their heirs and assigns forever; but should the one so dying leave no lawful issue him surviving, then I give his share in the said last-mentioned real estate to his brothers and their lawful issue, taking by representation as to the issue of my said deceased son, Peter Augustus, and as to the issue of such of my other sons as may then be deceased. Ninth. The remaining equal fourth part of my real estate, situate either in the City and County of New York or in the County of Kings, I hereby give, devise and bequeath to the three children of my said deceased son, Peter Augustus, that is to say, Ellen, Henry A. and Frederick Augustus, in equal portions or share and share alike, and to her, his and their heirs forever, during the lives of the said Henry A. and Frederick Augustus and the survivor of them, but upon the death of such survivor the said remaining fourth part of the said last-mentioned real estate is to vest in the lawful issue of the said Henry A. and Frederick Augustus and in the said Ellen, if then living, or if she be then deceased, in her issue. Should one or two of my said three grandchildren die at or before the determination of the life estate above created in respect to their share, without having lawful issue, the interest of the one or two, so dying, in the said last-mentioned real estate shall pass to the survivors or survivor of them and to her, his or their

lawful issue. Should all of my said three grandchildren be deceased at the time of the termination of the life estates above created in respect to their share, leaving no lawful issue, or should the said Ellen, after the whole of the said remaining fourth part of the said last mentioned real estate may have vested in her, by reason of the decease of the said Henry A. and Frederick Augustus, leaving no lawful issue, die under the age of twenty-one years and leaving no issue, then the said remaining fourth part of the said last-mentioned real estate shall vest in my right heirs-at-law. Tenth. But should my said daughter-in-law, contrary to my wishes and earnest entreaties, refuse or decline or neglect to vest, or cause to be vested, in my said three grandchildren, or the survivors or survivor of them, the said estate derived by her under the will of her said husband from my deceased wife, in manner aforesaid, or should my said three grandchildren all die before me without leaving any issue, then and in either such case I hereby order and direct the whole of my estate, both real and personal, to be divided into three equal parts, one of which parts I hereby give and devise and bequeath unto each of my three said surviving sons, their respective executors, administrators, issue and heirs, under the same limitations and restrictions, with the same powers, in the same events, for the same estates and in the same manner in all respects as is above particularly expressed in regard to each of my said three surviving sons, in the event of my estate being divided into four equal parts. Eleventh. Whatever shares, whether the one-fourth or the one-third part, my said three surviving sons may respectively take in my estate, I hereby authorize and empower them respectively, and each of them, and the guardians for my said three grandchildren during their respective minorities, and my said three grandchildren themselves, after their respective majorities, in case they shall take a share in my estate under this my will, to lease their respective shares of my real estate, or any part or parts thereof, for any

term of years not exceeding seven, to commence in possession or within three months after the execution of the lease, except the lots of the Louvre and Belmont Farms, and the lots in the City of Brooklyn, which may be let for any term of years they may severally see fit, not exceeding twenty-one years. * * *

Fourteenth. Believing it to be for the advantage of my children, I do most earnestly recommend that no actual division or partition be made of my real estate, but that they will agree that the same be managed as one entire estate, etc. * * * *

Lastly. In order to provide for the event of any lapsed or void legacy or devise, or any other contingency which may happen, whereby it may be adjudged that I shall have died intestate in regard to any part or parts of my property or estate, either real or personal, I hereby give, devise and bequeath all and singular the rest, residue and remainder of my property and estate, whatsoever and wheresoever, both real and personal, unto my before-named three sons and my said three grandchildren (the said grandchildren, or the survivors or survivor of them, taking together, if more than one, one share), share and share alike, in case my said grandchildren shall, according to the foregoing provisions of my will, take any share in my said property and estate. But in case they shall not take any share therein, then I hereby give, devise and bequeath the said rest, residue and remainder to my said three sons and the issue of such of them as may hereafter die before me, such issue taking the same share as the deceased parent would have taken, had he survived me."

By codicil dated 3d February, 1852, he provides, amongst other clauses, as follows: "First. Whereas I have, by my said will, given and devised to each of my three sons, John J. Schermerhorn, Edmund H. Schermerhorn and William C. Schermerhorn, for their respective lives, a certain share or portion of my real estate, with remainder to certain persons and

in certain events in said will specified. And whereas I now deem it expedient to give to each of my said three sons in fee the portion of my said real estate which would vest in him for life under my said will ; now therefore, I hereby revoke, annul and disallow all and singular the provisions of my said will whereby any future estate is created in either of said three shares after the death of my said sons or either of them, or whereby any part of my real estate is devised to any persons or class of persons on the death of my said sons or either of them. And I hereby give and devise to each of my said three sons absolutely in fee all and every share or portion of my real estate by said will given or devised to him for life, subject nevertheless to the power of sale by said will and by this codicil conferred on my executors as to certain parts thereof, but with no other restriction, limitation or qualification. And it is my meaning and intention that this modification of said devise shall equally take effect whether the share of my real estate taken by each of my said sons shall be the one-third or the one-fourth part thereof, or, in other words, whether the widow of my deceased son, Peter Augustus Schermerhorn, shall or shall not elect to comply with the condition on which I have by my said will devised a part of my property and estate to the children of my deceased son. Second. I authorize and empower my said Executors, in their discretion, and whenever they may think fit, to sell and convey those portions of my real estate in the City of New York which are known as the Louvre Farm and the Belmont Farm, or any part or parts of either, and my real estate in the City of Brooklyn or any part or parts thereof, the proceeds of any such sale to be deemed real estate and not personal property, to be disposed of by my said executors accordingly."

Peter Schermerhorn died on 23d June, 1852, leaving him surviving three children—

1. John Jones Schermerhorn,
2. William C. Schermerhorn,
3. Edmund H. Schermerhorn,

and three grandchildren, children of his deceased son, Peter Augustus Schermerhorn—

1. Ellen, afterwards wife of Richard T. Auchmuty, whom she married in February, 1867.
2. Henry A. Schermerhorn,
3. Frederick A. Schermerhorn.

Henry A. Schermerhorn, one of the children of Peter Augustus Schermerhorn, died on 9th June, 1869, unmarried, intestate and without issue.

ADELINE E. SCHERMERHORN

to

ELLEN SCHERMERHORN, HENRY
A. SCHERMERHORN *and* FRED-
ERICK AUGUSTUS SCHERMER-
HORN.

DEED.

Dated 16th July, 1852.
Proved 16th July, 1852.
Rec. 22d July, 1852.
608 Conveyances, 621.
Consideration, \$1.00.

RECITES will of Peter Augustus Schermerhorn, and the will of his father, Peter Schermerhorn, and that she, the said Adeline E. Schermerhorn, has elected to dispose of the share of the said Peter Augustus Schermerhorn in the real estate of his mother, vested in her by his will, in such manner as to comply with the provisions of the said will of Peter Schermerhorn.

CONVEYS all and singular the share, part and portion which the said Peter Augustus Schermerhorn had and inherited, or was in any way entitled to at the time of his death, in the real estate whereof his mother, the said Sarah Schermerhorn, died seised, or was in any way entitled to at the time of her death,

and which passed and were devised by him, the said Peter Augustus Schermerhorn, under and by virtue of his last will and testament to the said party of the first part.

Attached to this deed and recorded immediately thereafter is an admission, by the testamentary guardians of the infant children of said Peter Augustus Schermerhorn, of due delivery of said deed to them on 16th July, 1852.

SUPREME COURT.

CITY AND COUNTY OF NEW YORK.

WILLIAM C. SCHERMERHORN
and ANN E. H., *his wife*,
against

EDMUND H. SCHERMERHORN,
JOHN JONES SCHERMERHORN,
FREDERICK A. SCHERMER-
HORN and RICHARD T. AUCH-
MUTY and ELLEN, *his wife*.

G. T. STRONG and
E. G. DRAKE, JR.,
Plaintiffs' Attorneys.

- | | |
|---------------|--|
| 1869—June | 18. Complaint in partition filed. |
| July | 14. Order of reference to James S. Merriam on title. Consent of Chas. E. Strong, attorney for all defendants, attached to this order. |
| 1870—February | 4. Referee's report on title filed. |
| February | 4. Decree of partition entered. James Cruikshank, Andrian H. Muller and James F. Chamberlain appointed Commissioners of partition. Consent of Charles E. Strong annexed. |
| 1871—November | 4. Commissioners' report of partition filed. |
| November | 4. Final judgment of partition entered, on similar consent. |

Commissioners caused a map to be made of the property to be partitioned, which included also the Widow Hardenbrook tract. This map is bound in a book, and filed in the Register's office in case number 726. They set apart

To William C. Schermerhorn allotments numbered one and two, and the color red, comprising lots 37, 38, 39, 40 on block 271; 9, 10, 11, 12, 37, 38, 39, 40, 45, 46, 47, 48 on block 272; 19, 20, 21, 22, 23, 24 on block 270; 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52 on block 183; 28½, 29, 30 on block 181; 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 on block 93; 28½ on block 90; 22, 23, 24, 25, 26, 27, 28, 29 on block 91; 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52 on block 28.

To Edmund H. Schermerhorn allotments seven and eight, colored green, comprising lots 41, 42, 43, 44 on block 271; 21, 22, 23, 24, 25, 26, 27, 28, 5, 6, 7, 8; 41, 42, 43, 44 on block 272; 25, 26, 27, 28, 29, 30 on block 270; 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39 on block 183; 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48 on block 93; 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52 on block 29.

To John Jones Schermerhorn allotments numbers five and six, colored yellow, comprising lots 45, 46, 47,

48, 33, 34, 35, 36, 19, 20, 21, 22, 23, 24 on block 271; 13, 14, 15, 16, 33, 34, 35, 36 on block 272; 52, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 on block 184; 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39 on block 182, 47 on block 92; 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52 on block 27.

To Ellen Auchmuty allotment three, colored blue, comprising lots 27, 28, 29, 30 on block 271; 3, 4, 19, 20, 29, 30 on block 272; 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52 on block 182; 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 47, 48 on block 94; 26, 27, 28, 29 on block 92; 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 on block 26.

To Frederick A. Schermerhorn allotment four, colored pink, comprising lots 25, 26, 31, 32 on block 271; 1, 2, 17, 18, 31, 32 on block 272; 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 on block 182; 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 on block 94; 22, 23, 24, 25 on block 92; 1, 2, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 on block 30.

Ellen Auchmuty to pay \$244.34½ to Frederick A. Schermerhorn. John Jones Schermerhorn to pay \$1,633.21 to Wm. C. and Fred. A. Schermerhorn.

Notes on the Louvre Farm.—Sub-division One.





ot (No. 1) number one from Third Avenue to the East River,

THIRD AVENUE

MAP
OF
SUBDIVISION NUMBER 2 OF THE
LOUVRE FARM

Showing the parcels set apart to the
different parties, in the suit of Jones vs.
Jones, by the Commissioners of Punctuation
in their report dated 22nd May, 1866

SECOND AVENUE

SECOND

70TH69TH68TH67TH

James Henry Jones.

Cordelia S Jones.

Cordelia S Jones

James Henry Jones

Trustee
of
Eleanor C MorrisTrustee of Eleanor C Morris
Cordelia Schermerhorn Jones

James Henry Jones

FIRST AVENUE

FIRST

STREET.

STREET

STREET

STREET.

James Henry Jones
centre line of block

Cordelia Schermerhorn Jones

Cordelia Schermerhorn Jones

Trustee of Eleanor C Morris

James Henry Jones

A

SUB-DIVISION NUMBER TWO OF THE LOUVRE FARM.

Sub-division number two was set apart to James I. Jones, in the suit of Schermerhorn *vs.* Jones above set forth, and is described in the Commissioners' report therein as "situate, lying and being in the said Ninth Ward of the City of New York, between the Third Avenue and East River aforesaid. Bounded Southeasterly by the East River, Northwesterly by Third Avenue, Southwesterly by the said before-described lot (No. 1) number one of the said premises, and Northeasterly by lot (No. 3) number three of the said premises so divided by us, the said Commissioners, as aforesaid, and more particularly butted, bounded and described as follows, that is to say: Beginning at the Southeasterly corner made by the intersection of Third Avenue and Sixty-ninth Street aforesaid, being the Northwesterly corner of the before-described lot (No. 1) number one of the said premises whereof the aforesaid division was so made by us as aforesaid; and running thence along the said lot (No. 1) number one from Third Avenue to the East River,

as follows, to wit: Running from the said place of beginning Southeasterly on and along the Southwesterly side of Sixty-ninth Street to and across the said before-mentioned Second Avenue seven hundred and ten feet to the Southeasterly corner made by the intersection of said Second Avenue and Sixty-ninth Street; then Southwesterly on and along the Southeasterly side or line of Second Avenue seventy-seven feet and four inches; then Southeasterly on a line parallel with Sixty-ninth Street and at the distance of seventy-seven feet and four inches Southwesterly therefrom to and across the said before-mentioned First Avenue seven hundred and fifty feet to a point or place on the Southeasterly side or line of said First Avenue at the distance of seventy-seven feet and four inches Southwesterly from the Southeasterly corner made by the intersection of the said First Avenue and Sixty-ninth Street; then Southwesterly on and along the Southeasterly side of First Avenue two hundred and thirty-eight feet and eight inches to a point or place on the said Southeasterly side or line of the said last-mentioned avenue at the distance of fifty-five feet and four inches Southwesterly from Sixty-eighth Street aforesaid; thence Southeasterly on a line parallel with Sixty-eighth Street and at the distance of fifty-five feet four inches Southwesterly therefrom to and across the before-mentioned Avenue A seven hundred and seventy feet to a point or place on the Southeasterly side of the said Avenue A fifty-five feet and four inches Southwesterly from Sixty-eighth Street; then Southwesterly on and along the said Southeasterly side or line of the said last-mentioned Avenue A ninety-five feet four inches to a point or place on the said Southeasterly side or line of said last-mentioned avenue fifty feet Northeasterly from the before-mentioned Sixty-seventh Street; and then Southeasterly on a line parallel with Sixty-seventh Street and at the distance of fifty feet from the Northeasterly side thereof to the East River to the Northeasterly corner at the said River of the said before-described lot (No. 1)

number one, being at the distance Northeasterly from the Northeasterly side of Sixty-seventh Street of fifty feet on a line at right angles with the said street; and thence running along the river as it runs Northeasterly to the middle or centre of the block or space of ground lying between Sixty-eighth Street and Sixty-ninth Street, the distance on the said river measuring the same on a line at right angles with the said streets being three hundred and eleven feet; thence Northwesterly on and along a line parallel with and equi-distant from each of the said two last-mentioned streets from the said River to the aforesaid Avenue A; then Northeasterly on and along the Southeasterly side of Avenue A one hundred and thirty feet and four inches to the middle or centre of Sixty-ninth Street; then Northwesterly on a line to be drawn through the middle of Sixty-ninth Street parallel with and equi-distant from each side thereof seven hundred and seventy feet to the Southeasterly side or line of First Avenue aforesaid at the intersection of the said last-mentioned street and avenue; then Northeasterly along the Southeasterly side of the said First Avenue two hundred and thirty feet and eight inches to the Southeasterly corner made by the intersection of the said avenue and Seventieth Street; then Northwesterly across the said avenue to the Southwesterly corner of the said First Avenue and Seventieth Street and along the Southwesterly side of Seventieth Street seven hundred and fifty feet to the Southeasterly corner made by the intersection of Seventieth Street and the before-mentioned Second Avenue; then Northeasterly across Seventieth Street sixty feet to the Northeasterly corner of the said last-mentioned street and avenue; then Northwesterly across the said last-mentioned avenue to the Northwesterly corner of the said last-mentioned street and avenue and along the Northeasterly side of the said last-mentioned street, to wit, Seventieth Street aforesaid, seven hundred and ten feet to the Northeasterly corner of the said street and the before-mentioned Third Avenue; and thence

Southwesterly on and along the Southeasterly side or line of the said Third Avenue crossing Seventieth and Sixty-ninth streets three hundred and twenty feet and eight inches to the Southeasterly corner of Sixty-ninth Street and the said Third Avenue, the aforesaid place of beginning. Containing, inclusive of streets and avenues, twenty acres, three roods and thirty-six perches of land, according to the survey and map aforesaid made of the said premises under our direction as aforesaid."

Last Will and Testament
of
JAMES I. JONES.

} Dated 13th Dec., 1855.
} Proved 30th Nov, 1858.
} 122 Wills, 429.

The Testator appoints his wife, Elizabeth Jones, sole guardian of his children, and her, together with John Q. Jones and Lewis C. Jones, his executrix and executors. After certain legacies and devises, not affecting the tract in question, the testator provides as follows: "Fifth. I do hereby order and direct my said Executrix and Executors to pay to my wife, Elizabeth Jones, annually, during the term of her natural life, the sum of Twelve Thousand Dollars (\$12,000) for her use, the same to be paid to her in quarterly payments, one-fourth part thereof, on or about the tenth day of May, August, November and February, in each and every year, and to be received by her in lieu of dower or other portion of my real and personal estate. Sixth. I do hereby give, devise and bequeath all and singular the rest, residue and remainder of my estate, both real and personal, of every nature and kind, to my children, Eleanor Colford Jones, James Henry Jones, and Cordelia Schermerhorn Jones, and to such other children as I may leave, if I should leave more than the three above named, and to the lawful issue of such as may, at the time

of my decease, have died leaving children, to be equally divided among them, share and share alike, but so that the issue of any child so dying shall take no more than the share their parent would have taken if he or she had lived. And it is my will that the several shares here devised to my daughters respectively should be held by them for their sole and separate use, and not subject to the debts of their husbands, if they should marry. Seventh. It is my further will, and I do hereby authorize my said Executrix and Executors, during the minority of my children or until my property shall be divided (upon my eldest child attaining the age of twenty-one years, or sooner, if deemed expedient by my Executrix and Executors), to invest my personal estate and to call in and re-invest and improve the same, at their, her or his discretion, and to collect the interest and dividends thereon; and further to rent, lease and collect the rents and profits of, or to sell either at public or private sale, invest the proceeds of such sale, and to grant, convey, dispose of, manage and improve all and singular my said real estate, or any part or parts thereof, at their, her or his discretion, except my said house, No. 5 Washington Place. * * * It being understood that no sale of any part of my real estate shall be valid without the signature of my said wife as Executrix, if she should be living at the time of such sale."

Letters testamentary were granted to Elizabeth Jones on 7th January, 1859, and on 1st April, 1859 (see Liber 16 Letters Testamentary, pages 246 and 348).

Letters were also granted to Lewis C. Jones on 1st December, 1859 (see Liber 17 Letters Testamentary, page 127).

Letters were also granted to John Q. Jones on 4th September, 1874 (see Liber 35 Letters Testamentary, page 96).

ELEANOR C. JONES,		MARRIAGE SET- TLEMENT. <hr/> Dated 10th Dec., 1862. Ack. 10th Dec, 1862. Rec. 12th Dec., 1862. 864 Conveyances, 316. Consideration, \$1.00.
AUGUSTUS NEWBOLD MORRIS,	<i>of 1st part,</i>	
	<i>of 2d part,</i>	
ELIZABETH JONES,	<i>of 3d part.</i>	

RECITES an intended marriage between parties of the first and second parts, and that party of the first part is entitled to certain real and personal property under the will of her father. Conveys all and singular the real estate, lands, tenements and hereditaments unto which she is or may be entitled under the said Will of her father, or by descent from him or any of his children, or by means of any surplus rents or income thereof, or from any other source or in any other way whatever. Habendum upon the trusts, nevertheless, thereafter declared of and concerning the real and personal estate aforesaid, which were principally as follows :

“ And the said party of the third part, her heirs and assigns, successors in the trust, is expressly authorized to manage the said lands, to let, demise, improve, build upon or sell the same or any part or parts thereof, on such terms, in such manner and at such times and from time to time as she shall think discreet, and for the benefit of the trust property and of all persons interested therein, but no such sale shall be made without the consent in writing of the party of the first part. * * * *
And with power to said party of the third part to unite in any partition of the said land and real estate, by act of parties or by process of law, as she shall think proper, and with the consent in writing of the party of the first part, to exchange with any other person or persons any piece or parcel of her said land for any other piece or parcel of land, to fix and adjust, with her like consent, any boundary line between her land and the land

of any other person or persons, and to pay or receive money (as the case may be) for difference in value on any such partition, exchange or fixing and adjustment of boundary. * * * *
 And also with power to mortgage the said now-granted property, or such property as shall be specifically set off for the share of said party of the first part in any partition, or as shall be acquired by any such exchange, adjustment of boundary or purchase as aforesaid, to secure reimbursement of any sums needful for improvement or erecting buildings, paying assessments, taxes, repairing, rebuilding or improving any part of said property. * * * * *

“And it is hereby expressly declared that the conveyance and grant of real and personal estate above contained and expressed are upon the trusts hereinafter declared of and concerning the same, that is to say : First. From and after the solemnization of the said contemplated marriage, during the joint lives of the parties of the first and second parts, to apply the net rents, issues and profits and income of all the said trust property to the use of the party of the first part, and her receipts therefor or for any part or parts thereof shall be full discharges to the party of the third part, notwithstanding her coverture. Second. On the death of the party of the second part, if the party of the first part shall survive him, to transfer, convey and account for all and singular the property then held in trust to her the party of the first part, her heirs, executors, administrators and assigns forever, and the trusts hereby created shall thereupon cease. Third. But if the said party of the first part shall die, leaving the said party of the second part surviving her, then the said party of the third part shall either invest and set apart and hold, if already invested, the sum of sixty thousand dollars, parcel of said trust property, and shall apply the net income or interest to be derived therefrom in each year, to the use of said party of the second part during his life, and on his death shall pay over, transfer and convey said sum of sixty

thousand dollars, or so much thereof as shall then remain, to such person or persons, and in such shares and proportions, as said party of the first part shall, by her last Will and Testament (which she is hereby authorized to make and execute), direct and appoint. But if the said party of the first part shall die, without leaving any such last Will and Testament or instrument in nature thereof making such direction and appointment, and leaving issue, then and in such case said party of the third part shall convey, assign, transfer, pay over and deliver all the said sum of sixty thousand dollars, or so much thereof as shall then remain, in equal shares to such issue, so that each child of said party of the first part, if more than one surviving her, shall receive one equal share thereof, and one similar share shall be given to the issue collectively of every child of said party of the first part who, if any, may have died leaving issue them surviving. And if the party of the first part shall leave no such last Will and Testament, or instrument in nature thereof making such appointment. and if no issue of the party of the first part shall be living at the death of said party of the second part, then the said party of the third part shall pay over, transfer and convey said sum of sixty thousand dollars, or so much thereof as shall then remain, in equal shares to James Henry Jones, the brother of said party of the first part, and to Cordelia Schermerhorn Jones, the sister of the said party of the first part; or if but one of them shall then be living, then said party of the third part shall pay over, transfer and convey said sum of sixty thousand dollars, or so much thereof as may then remain, to the one so living, unless the other shall have died leaving issue living at the death of said party of the second part, in which case such issue shall take such share and portion of said sum of sixty thousand dollars as the parent or parents of such issue would take if living. Fourth. As to all the rest, residue and remainder of the said trust estate, the said party of the third part shall, on the death

of the party of the first part, convey, assign, transfer, pay over and deliver the same and all parts thereof which shall then remain, to such person or persons and in such shares and proportions as said party of the first part shall, by her last Will and Testament, or by any instrument in the nature of a last Will and Testament (which she is hereby authorized to make and execute), direct and appoint. But if the said party of the first part shall die without leaving any such last Will and Testament, or instrument in the nature of such last Will and Testament, making such direction and appointment, and leaving issue, then and in such case said party of the third part shall convey, assign, transfer, pay over and deliver all the said rest, residue and remainder to such issue, so that each child of the said party of the first part, if more than one, surviving her shall receive one equal share thereof, and one similar share shall be given to the issue collectively of every child of said party of the first part who, if any, may have died leaving issue them surviving. But if the said party of the first part shall die without leaving any such last Will and Testament, or instrument in nature of a last Will and Testament, making such direction and appointment, and leaving no issue her surviving, then and in such case said party of the third part shall convey, assign, transfer, pay over and deliver all the said rest, residue and remainder in equal shares to the said James Henry Jones and Cordelia Schermerhorn Jones, or if but one of them shall then be living, then said party of the third part shall pay over, transfer and convey said rest, residue and remainder, or so much thereof as may then remain, to the one so living, unless the other shall have died leaving issue living at the death of said party of the first part, in which case such issue shall take *per stirpes*, and not *per capita*, such share of said residuary estate as the parent of such issue would take, if living."

It is stated in the complaint in the following suit that Elizabeth Jones had elected to accept the provisions of the will in

lieu of dower, that both James Henry Jones and Cordelia Schermerhorn Jones were then unmarried, and that Eleanor C. Morris had then no issue living.

SUPREME COURT.

CITY AND COUNTY OF NEW YORK.

ELIZABETH JONES, *Trustee in and under a certain marriage settlement, or Deed of Trust, made and executed by and between ELEANOR COLFORD JONES, of the 1st part, AUGUSTUS NEWBOLD MORRIS, of the 2d part, and the said ELIZABETH JONES, of the 3d part,*

Plaintiffs,

against

JAMES HENRY JONES, CORDELIA SCHERMERHORN JONES, ELEANOR COLFORD MORRIS *and* AUGUSTUS NEWBOLD MORRIS, *her husband,*

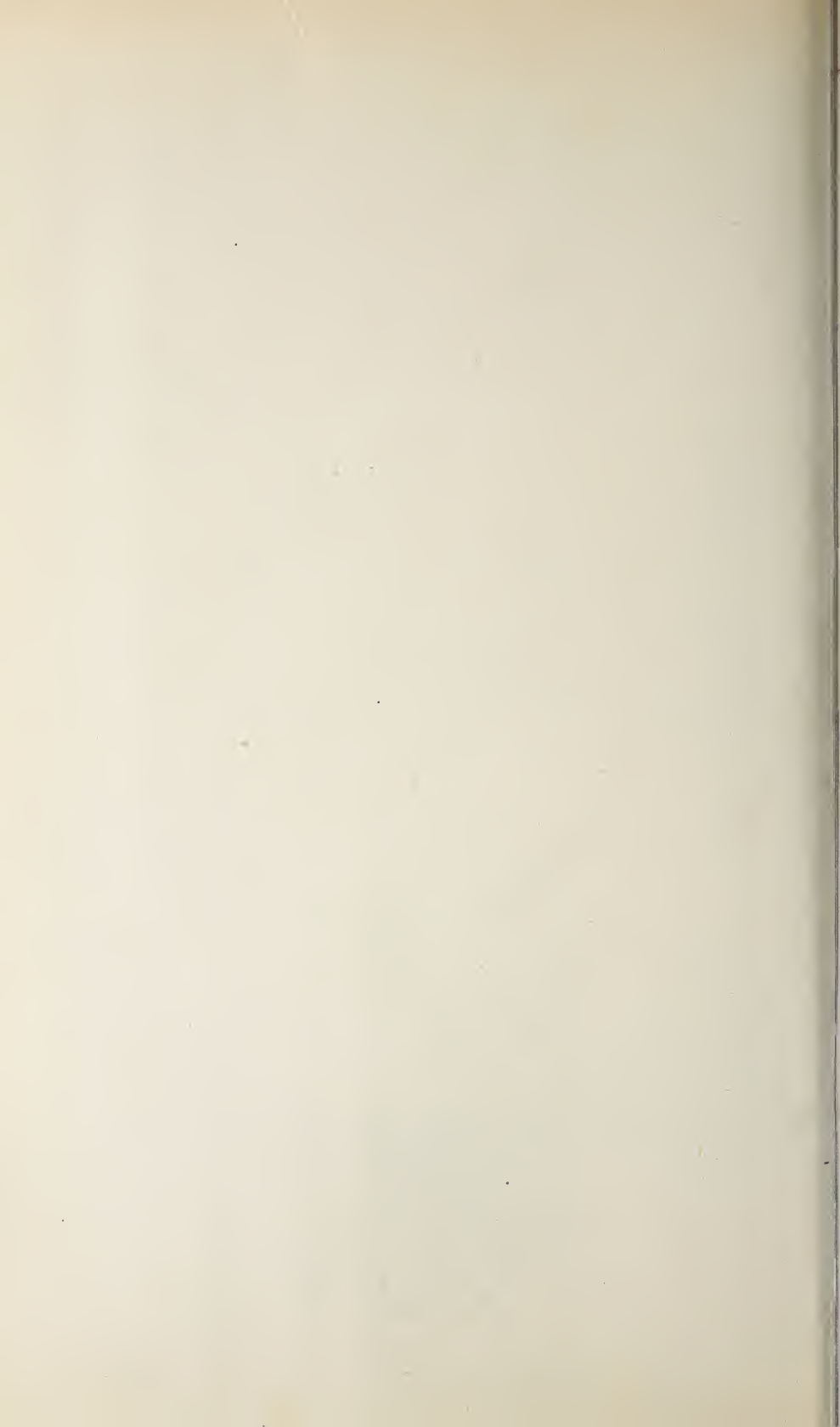
Defendants.

SILLIMAN AND
TRUE, *Plaintiffs' Attorney*

- | | |
|----------|---|
| 1865—May | 29. Complaint in partition filed. |
| June | 28. Eleanor C. Morris and A. Newbold Morris appear by Nathaniel P. Rogers. |
| June | 28. Answer of said Morris and wife, admitting facts stated in complaint. |
| June | 8. Petition of James Henry Jones, an infant 20 years, asking that Nathaniel P. Rogers be appointed his guardian <i>ad litem</i> . |
| June | 29. Order entered accordingly. Bond of \$5,000 directed. |

- 865—June 5. Petition of Cordelia Schermerhorn Jones, an infant of fifteen years, asking that Nathaniel P. Rogers be appointed her guardian *ad litem*.
- June 28. Order entered accordingly. Bond of \$5,000 directed.
- June 29. Said infants put in usual general answer.
- July 12. Order of reference to William C. Wetmore, on title, etc.
- 866—January 16. Referee's report on title filed.
- January 13. Judgment of partition entered. William Mitchell, William H. Raynor and James Cruikshank appointed Commissioners to make partition.
- July 31. Commissioners' report on title filed, dividing said sub-division number two as shown in diagram at head of this abstract.
- July 31. Final judgment in partition filed.

The decree in the above action was recorded in New York Register's office in Liber 976 Conveyances, page 626.





STREET

AVENUE

THREE

THREE

THREE

STREET

STREET

AVENUE

THREE

THREE

THREE

STREET

SEVENTY SECOND

STREET

AVENUE

AVENUE

AVENUE

MAP
OFSUBDIVISION NUMBER THREE
OF THE
LOUVRE FARM

SEVENTY-FIRST STREET

Copied from Map No 203 N.Y. Registers Office

New York, 1855 Gardner & Sage,
City Surveyors

SEVENTIETH STREET

INTITLED
MAP
OF
PROPERTY BELONGING TO

- N^o 1. children of M^{rs} Mary Schormacher, viz:
 a. red. Edward Schormacher
 e. l^o brown - William Schormacher
 f. d^o brown - John Jones Schormacher
 g. purple - children of Peter Schormacher, dec^d
 N^o 2. children of Isaac Colford Jones dec^d
 a. blue - Abia Jones
 b. yellow - Lewis Colford Jones
 c. gray - Helen, wife of Woodbury Longdon.

- N^o 3. green - James S Jones
 N^o 4. orange - Edmund M. Pendleton, Francis
 M. his wife, James S Jones trustee
 for Francis M. Pendleton

FIRST

Signed James Bruickhart,
Adrian B. Muller,
Geo B. SmithCommissioners
in
Partition

SIXTY EIGHTH

STREET

AVENUE

SECOND

THIRD

RIVER
EAST

SUB-DIVISION NUMBER THREE OF THE LOUVRE FARM.

Sub-division number three was set apart to John Jones in the suit of Schermerhorn *vs.* Jones, above set forth, and is described in the Commissioners' report therein as "situated, lying and being in the said Ninth Ward of the City of New York, between the Third Avenue and the East River aforesaid. Bounded Southeasterly by the East River, Northwesterly by Third Avenue aforesaid, Southwesterly by the said before-described lot (No. 2) number two of the said premises, and Northeasterly by lot (No. 4) number four of the said premises so divided by us, the said Commissioners, as aforesaid, and more particularly butted, bounded and described as follows, that is to say: Beginning at the Northeasterly corner made by the intersection of Seventieth Street and the Third Avenue, being the Northwesterly corner of the before-described lot (No. 2) number two of the said premises, whereof the aforesaid division was so made by us as aforesaid; and running thence along the said lot (No. 2) number two from the said Third Avenue to the East River, as follows, to wit: running from the said place of beginning Southeasterly on and along the Northeasterly side of Seventieth Street to and across the before-mentioned Second Avenue seven hundred and ten feet

to the Northeasterly corner made by the intersection of the said last-mentioned street and avenue; then Southwesterly across the said last-mentioned Seventieth Street sixty feet to the Southeasterly corner of the said last-mentioned street and avenue; then Southeasterly on and along the Southwesterly side of Seventieth Street to and across the before-mentioned First Avenue seven hundred and fifty feet to the Southeasterly corner of the said First Avenue and Seventieth Street; then Southwesterly on and along the Southeasterly side or line of the said First Avenue two hundred and thirty feet and eight inches to the middle or centre of Sixty-ninth Street; then Southeasterly through the middle of Sixty-ninth Street on a line parallel with and equi-distant from each side thereof seven hundred and seventy feet to the Southeasterly side or line of the before-mentioned Avenue A; then Southwesterly on and along the Southeasterly side or line of the said Avenue A one hundred and thirty feet and four inches to the middle or centre of the block or space of ground lying between Sixty-ninth Street and Sixty-eighth Street; then Southeasterly from the said Avenue A to the East River through the middle of the said last-mentioned block or space of ground on a line parallel with and equi-distant from each of the said last-mentioned streets to the Northeasterly corner at the said East River of the aforesaid lot (No. 2) number two of the said premises, whereof the said division was so made by us as aforesaid; and thence running on and along the said river, crossing Sixty-ninth Street to a point or place Southwesterly of Seventieth Street and at the distance of fifty-one feet therefrom and at the distance of three hundred and ten feet from the Northeasterly line of the aforesaid lot (No. 2) number two of the said premises so divided at the said East River, measuring the said distance on a line at right angles with the said last-mentioned street; and then running from the said river Northwesterly on a line parallel with and at the distance of fifty-one feet Southwesterly from Seven-

tieth Street to the said before-mentioned Avenue A; then Northeasterly on and along the Southeasterly side of Avenue A one hundred and sixty-six feet four inches across Seventieth Street aforesaid to a point on the said Southeasterly side of the said Avenue A fifty-five feet four inches Northeasterly from said Seventieth Street; then Northwesterly on a line crossing Avenue A and running parallel with and at the distance of fifty-five feet four inches Northeasterly from Seventieth Street aforesaid seven hundred and seventy feet to the said before-mentioned First Avenue; then Northeasterly on and along the Southeasterly side of said First Avenue two hundred and five feet and four inches, crossing the street distinguished on the City Map aforesaid by Seventy-first Street to the Northeasterly corner made by the intersection of the said last-mentioned street and avenue; then Northwesterly crossing the said last-mentioned avenue one hundred feet to the Northwesterly corner made by the intersection of the said last-mentioned street and avenue; then Northwesterly on and along the Northeasterly side of Seventy-first Street six hundred and fifty feet to the Northeasterly corner made by the intersection of said Seventy-first Street and Second Avenue; then Northeasterly on and along the Southeasterly side of Second Avenue one hundred and two feet and two inches to a point at the middle of the block or space of ground lying between Seventy-first Street and the street distinguished on the City Map aforesaid by Seventy-second Street; then Northwesterly on a line crossing Second Avenue and running through the middle or centre of the said last-mentioned block or space of ground parallel with and equi-distant from each of the said last-mentioned streets seven hundred and ten feet to the before-mentioned Third Avenue; and thence Southwesterly on and along the Southeasterly side or line of said Third Avenue crossing Seventy-first Street three hundred and sixty-two feet and ten inches to the Northeasterly corner of Seventieth Street and the said

Third Avenue, the aforesaid place of beginning. Containing, inclusive of streets and avenues, twenty-one acres, two roods and thirteen perches and one-half of a perch of land, according to the survey and map aforesaid made of the said premises under our direction as aforesaid."

DEED OF TRUST.

JOHN JONES
to
ISAAC CAROW *and*
JAMES I. JONES.

Dated 3d Aug., 1822.
Ack. 6th Aug., 1822.
Rec. 6th Aug., 1822.
161 Conveyances, 249.
Consideration, \$1.00.

RECITES certain debts of party of first part.

CONVEYS all and singular the dwelling-house and land situated and lying in the Ninth Ward of the City of New York, between the Third Avenue and the East River, being part of the farm and estate sometimes called the Louvre, whereof John Jones, deceased, the father of the said John Jones, party to these presents of the first part, died seised, and whereon he resided at the time of his death, and which part of the said farm and estate, now belonging to the said John Jones, was, in a partition and division lately made thereof between him, the said John Jones, and the other part owners thereof, set apart, allotted and assigned to him, the said John Jones, as by the proceedings and decree for the said partition, reference being had thereto, may appear, subject to the dower of the before-named Eleanor Jones, the widow of the said John Jones, deceased, thereof, and all the right, share and shares and interest of the said John Jones of and in all and singular, the said farm or tract of land, the same containing, or is estimated to contain one hundred and thirty acres of land, and of and in every part thereof, as heir-at-law of his said late father, John

Jones, deceased, and of his deceased sister, Eleanor Margaret Jones, and brother, William Henry Jones, or otherwise howsoever.

In trust to receive rents and profits, to make partition of lands held in common with others, and to sell and dispose of, and join in the sale and disposition of all said premises, and out of the proceeds to pay the debts therein specified, and to dispose of the surplus as the said John Jones may direct and appoint.

DEED.

ISAAC CAROW *and*
JAMES I. JONES,
Trustees, etc.,
to
ELEANOR JONES.

Dated 1st Mar., 1823.
Ack. 5th April, 1823.
Rec. 10th April, 1823.
166 Conveyances, 23.
Consideration, \$6,100.

CONVEYS the part of Louvre farm allotted to John Jones by substantially the same general description as in previous deed, and in addition more specifically describing the same as follows: "The said parcel of land and premises hereby described being distinguished in the said partition and on a map made of the said farm under the direction of the Commissioners by whom the same was divided, and by them referred to in their report of the said partition by lot (No. 3) number three, and being bounded Southeasterly by the East River aforesaid, Northwesterly by the Third Avenue aforesaid, Southwesterly by the part or allotment of the said farm, in the said partition on the said map thereof, distinguished by lot (No. 2) number two of the said premises and allotted to the aforesaid James I. Jones, and Northeasterly by the part or allotment of the said farm and premises, in the said partition and on the said map thereof, distinguished by lot (No. 4) number four of the said premises and allotted to Isaac C. Jones,

and containing, inclusive of streets and avenues, twenty-one acres, two roods and thirteen perches and one-half a perch of land, be the same more or less."

Last Will and Testament
of
 ELEANOR JONES.

Dated 15th July, 1823.
 Proved 30th Nov., 1824.
 59 Wills, 126.

"Item, I give and bequeath to the said Isaac C. Jones and Isaac Carow, and to their heirs and assigns forever, all the lands and premises now owned by me lying in the Ninth Ward of the City of New York near Hamilton Square, being part of the above-mentioned Louvre Farm, and known and distinguished on a map thereof as (No. 3) number three, with the buildings and improvements thereon, upon the several trusts and to and for the several uses, intents and purposes hereinafter mentioned, expressed and declared as to and concerning the same, that is to say: Upon trust that the said Isaac C. Jones and Isaac Carow, or the survivor of them, or the heirs of such survivor, the trustees or trustee in this behalf for the time being, do and shall sell and convey the same, or any part thereof, in fee simple whenever the said last-mentioned trustees, or trustee for the time being, shall deem it expedient so to do, and that, at their, his or her discretion, to sell the whole, together or in parcels. * * * * And my mind and will is that the proceeds of such sale or sales, whenever the same shall be made, shall be paid to, and be held and disposed of by, the said Isaac C. Jones and Isaac Carow and the survivor of them, and the executors and administrators of such survivor, upon the same trusts as are hereinafter expressed and declared as to the rest, residue and remainder of my personal estate which is hereinafter devised to the said Isaac C. Jones and Isaac Carow upon trust as hereinafter mentioned. And my

mind and will is, and I do hereby declare, that the above devise of said lot (No. 3) number three of the Louvre Farm is made to the said Isaac C. Jones and Isaac Carow upon this further trust, that they, the said Isaac C. Jones and Isaac Carow, and the survivor of them, and the heirs of such survivor, do and shall permit and suffer my said son, John Jones, to occupy, use, possess and enjoy the same, or such part or parts thereof as may from time to time remain unsold, without his paying any rent or other compensation therefor, as long as they, the said said last-mentioned trustees or trustee for the time being, shall see fit."

The following, amongst others, are the trusts declared concerning the residue of her personal estate upon which the said trustees were directed to hold the proceeds of the sale of said real estate :

" And upon this further trust, that the said trustees or trustee for the time being do and shall, forthwith on the decease of my said son, John Jones, pay over, assign and deliver all the above-mentioned rest, residue and remainder of my estate, etc., unto all and every the child or children of my said son John, lawfully to be begotten, equally to be divided between them, share and share alike, if there shall be more than one ; and if there be one such child, the whole to be paid over, assigned and delivered to such one child. And upon this further trust, that the said trustees or trustee for the time being do and shall, forthwith after the decease of my said son, John Jones, in case he shall leave no lawful issue him surviving, pay over, assign and deliver all the above-mentioned rest, residue and remainder of my estate, etc., which shall not have been paid to my said son, John Jones, in his lifetime, unto my sons, James I. Jones and Isaac C. Jones, and my daughters, Sarah Schermerhorn and Frances M. Pendleton, equally to be divided between them, share and share alike. And if either of them, the said James I. Jones, Isaac C. Jones, Sarah Schermerhorn and Frances M.

Pendleton shall have then died, leaving issue, such issue shall respectively take such part of the rest, residue and remainder of my estate, etc., and in the same manner as his or their said deceased parent would have taken, if such parent had survived the said John Jones. Provided always, and my mind and will further is, that if either the said Isaac C. Jones or Isaac Carow, or any future trustee or trustees to be appointed in the place or stead of either of them, as hereinafter is mentioned, shall depart this life, or be desirous to be discharged from the execution of the trusts hereby reposed in him, or shall become incapable of acting in the execution thereof during the lifetime of my said son John, then and in any such case and when and so often as the same shall happen, it shall and may be lawful to and for my children who shall then be living, or the major part of them, by any instrument in writing under their hands and seals, to nominate and appoint any other person or persons to be trustee or trustees in the place or stead of the trustee or trustees so dying, or desiring to be discharged from, or becoming incapable of acting in the execution of the said trusts."

Isaac C. Jones, one of said trustees, died on 10th May, 1831, and the children of said Eleanor Jones, by instrument dated 23d November, 1831, recorded in Liber 278 Conveyances, 615, nominated Peter Schermerhorn in his place. For the purpose of vesting said trust estate in Carow and Schermerhorn, Carow conveyed to John Jones Schermerhorn, who conveyed to them, as follows :

DEED.

<hr/> ISAAC CAROW <i>to</i> JOHN JONES SCHERMERHORN.	}	Dated 22d Dec., 1831. Ack. 23d Dec., 1831. Rec. 23d Dec., 1831. 278 Conveyances, 257. Consideration, \$1.00.
--	---	--

RECITES will of Eleanor Jones, death of Isaac C. Jones, and the appointment of Peter Schermerhorn in his place.

CONVEYS all and singular the above-mentioned lands and premises, situated, lying and being in the present Twelfth and late Ninth Ward of the City of New York, near Hamilton Square, being part and parcel of the farm commonly called the Louvre Farm, and being known and distinguished on a map thereof as lot (No. 3) number three, with the buildings and improvements thereon. Habendum in trust to convey the same to Isaac Carow and Peter Schermerhorn, to be held by them on the trusts specified in the will of Eleanor Jones.

<hr/> JOHN JONES SCHERMERHORN to ISAAC CAROW and PETER SCHER- MERHORN, <i>Trustees, etc.,</i> <hr/>	}	DEED. <hr/> Dated 22d Dec., 1831. Ack. 23d Dec., 1831. Rec. 23d Dec., 1831. 278 Conveyances, 570. Consideration, \$1.00.
---	---	---

CONVEYS same premises by same description. Habendum in trust as directed in the will of Eleanor Jones.

In March, 1845, Isaac Carow presented a petition to the Chancellor to be discharged from said trust. James I. Jones was appointed trustee in his place by order of the Vice-Chancellor, entered on 14th May, 1845.

<hr/> ISAAC CAROW to JAMES I. JONES and PETER SCHERMERHORN. <hr/>	}	DEED. <hr/> Dated 24th May, 1845. Ack. 24th May, 1845. Rec. 23d June, 1845. 464 Conveyances, 108. Consideration, \$1.00.
--	---	---

CONVEYS same premises by same description. In trust as directed in the will of Eleanor Jones.

John Jones, the *cestui que* trust for life under the above trust, died on 27th April, 1846, without issue.

Previous to his death, his brother, Isaac C. Jones, had died on 10th May, 1831, leaving a widow, Rebecca Jones, and

1. Lewis C. Jones.
2. Helen Jones, who intermarried with Woodbury Langdon in November, 1847.
3. Alice Jones, his only children.

HELEN JONES,
of 1st part,
 WOODBURY LANGDON,
of 2d part,
to
 JAMES I. JONES,
 GEORGE JONES *and*
 GEORGE A. JONES,
of 3d part.

ANTE-NIPTUAL
SETTLEMENT.

Dated 6th Nov., 1847.
 Not recorded, but recited in Liber 706, Conveyances 424.

RECITES the intended marriage of parties of first and second parts, her ownership of an undivided interest in said farm and other property, and the agreement of said Langdon and Helen Jones to assign the property in trust.

CONVEYS said property in trust to lease the same for one or more years, not exceeding, however, twenty years in the whole from the commencement of the term, which shall always commence in possession within three months from the date and execution of the leases, to collect the rents, issues and profits thereof, apply the same to the payment of taxes, assessments, insurances, repairs, etc., and to pay over the residue to the party of the second part for and during the rest, residue and

remainder of his natural life, whether he survive the said party of the first part, or she him, and whether there be issue of the said marriage or not. The parties of the third part were authorized to make amicable partition of the said trust premises, and to execute deeds and releases, in which the said parties of the first and second parts should unite, and also from time to time to sell and convey the said trust premises, or any part or parts thereof, or the share of the said party of the first part therein, provided they, the said parties of the first and second parts, should unite in the deeds thereof, and in their execution, acknowledgment and delivery. And it was thereby expressly agreed, between all the parties to the said indenture, that the several trusts therein created, and the estate thereby conveyed, should cease and terminate at the death of the said party thereto of the second part, and that should the said party of the first part thereto survive the said party of the second part, the said trust property and estate should immediately revert to and revest in her, in the same manner as the same existed before the execution of the said indenture.

Sarah Schermerhorn died on 28th April, 1845, intestate, leaving her surviving her husband, Peter Schermerhorn, and

1. John Jones Schermerhorn,
 2. William C. Schermerhorn,
 3. Edmund H. Schermerhorn,
 4. Peter Augustus Schermerhorn,
- her only children and heirs-at-law.

Peter Augustus Schermerhorn, one of said children, died on 6th May, 1845, leaving him surviving Adeline E. Schermerhorn, his widow, and

1. Ellen Schermerhorn,
 2. Henry A. Schermerhorn,
 3. Frederick A. Schermerhorn,
- his only children and heirs-at-law.

It was held, in the partition suit of Schermerhorn *vs.* Jones, hereinafter set forth, that, according to the terms of the will of Eleanor Jones, upon the death of John Jones without issue the remainder in fee vested in James I. Jones, Frances M. Pendleton, the children of Isaac C. Jones, and the children of Sarah Schermerhorn, and that notwithstanding the death of Peter A. Schermehorn before John Jones, the *cestui que* trust for life, the said Peter A. Schermerhorn had taken such an estate in said premises under the provisions of said will as would pass by the following devise in his own will to his wife, Adeline E. Schermerhorn :

Last Will and Testament
of
PETER AUGUSTUS SCHERMER-
HORN.

} Dated 27th Mar., 1845.
} Proved 28th May, 1845.
} 91 Wills, 296.

GIVES to his Executors and Trustees out of his personal estate an amount equal to the sum of \$30,000 multiplied by the number of children (including posthumous children which may be living at the time of his decease), to be held in trust as therein provided, and then makes the following devise :

“ All the rest, residue and remainder of the estate, both real and personal, which I shall be seised, or possessed of, or in any way entitled to at the time of my decease, I give, devise and bequeath unto my said beloved wife, Adeline, to have and to hold the same, as to the real estate, unto her heirs and assigns forever, and as to the personal estate, unto her executors, administrators and assigns forever ; and in view of this bequest and devise I rely upon the parental affection of my said wife to maintain, support and educate my children in a manner suit-

able to her means and their station at her own expense until they shall receive their shares of the amount above bequeathed unto my said trustees, or respectively attain lawful age. * * * The provisions hereby made for my said wife, being intended by me, and is to be accepted by her, in bar and lieu of all dower, right and other claims which she may have upon my estate, either real or personal."

JOHN JONES SCHERMERHORN,
EDMUND H. SCHERMERHORN,
WILLIAM C. SCHERMERHORN
and ADELINE E. SCHERMER-
HORN

to

PETER SCHERMERHORN.

DEED.

Dated 22d Sept., 1845.
Ack. 23d Sept., 1845.
Rec. 3d Oct., 1845.
463 Conveyances, 538.
Consideration, \$5.00.

CONVEYS the share, purport and portion of the said parties of the first part, and of each of them, of, in and to all and singular that certain farm, tract, piece or parcel of land, commonly called and known as the Louvre Farm, situate, lying and being in the Twelfth Ward of the said City of New York and on the Easterly side of the Third Avenue, being part and parcel of the real estate whereof the said Sarah Schermerhorn, the mother of the said John Jones Schermerhorn, Edmund H. Schermerhorn, William C. Schermerhorn and Peter Augustus Schermerhorn died seised or entitled to, and which, upon her death, descended to them as her sole heirs-at-law, in equal portions or shares.

Last Will and Testament
of
PETER SCHERMERHORN.

} Dated 11th May, 1849.
Proved 8th July, 1852.
104 Wills, 309.

Testator appoints his three sons, John J. Schermerhorn, Edmund H. Schermerhorn and William C. Schermerhorn, and his friend, Edward Bancker, his executors; and subsequently provides as follows:

“Whereas my deceased son, Peter Augustus Schermerhorn, departed this life shortly after his mother, my late lamented wife, having, before the illness of my said wife and when himself in failing health and without any prospect of surviving her, made and executed his last will and testament, whereby, after making a pecuniary provision for his three infant children, he bequeathed and devised to his wife, Adeline E., all the residue of his estate, both real and personal, whereof he might be seised or whereto he might be entitled at the time of his death, meaning and intending thereby, as I have no doubt, and as it was perfectly right and proper for him to do, to give back to his said wife the bulk of the large fortune which he received with her, but, in consequence of the sudden and unexpected death of his said mother a few days before him, his share in her real estate passed, under his said will, to his said wife, subject to my life estate therein, as tenant by the curtesy, which I have no doubt whatever, was contrary as well to his intention and wishes as to those of my said wife, could they have been ascertained or expressed in reference thereto, and inasmuch as my said daughter-in-law has hitherto declined to make over to her said children the said share in my deceased wife's estate, I feel myself in duty bound not only to notice the fact above stated, but to frame the provisions of this my will in regard to my said

grandchildren accordingly. Fifth. Should my said daughter-in-law, at any time during my life or within thirty days after probate shall have been granted on this my will, and a copy thereof duly delivered to her, grant and convey to my said grandchildren, or such of them as may be living, all and singular her interest in my said wife's real estate, or should she have taken such measures as would fully assure to them, or the survivors of them, her interest in the said estate on her death, or should she be then deceased and the said estate vested in her said children as her heirs-at-law or devisees, and should her said children, any or either of them, survive me, then and in that case I hereby order and direct all my personal estate, my just debts and funeral and testamentary charges being first paid thereof, to be divided into four equal parts, and so much of my real estate as is situate either in the City and County of New York or in the County of Kings, to be likewise divided into four equal parts. * * * * * Eighth. Three of the said equal fourth parts of my real estate, situate either in the City and County of New York or in the County of Kings, I hereby give, devise and bequeath to my said three sons, John J. Schermerhorn, Edmund H. Schermerhorn and William C. Schermerhorn, one of the said equal fourth parts to each of them, for and during his life, and I give to each one of my said three sons power, according to a full discretion hereby given to each of them, to dispose of his own share of the said last-mentioned real estate by will among his lawful issue and among his brothers and their lawful issue, including the said three children of my said deceased son, Peter Augustus, or among any of the said persons, in such shares and proportions and on such lawful conditions and limitations as he may think fit. Should either of my said three sons die without exercising the power above given, I hereby give, devise and bequeath the share of the one, so dying, in the said last-mentioned real estate to his lawful issue, taking by representation, and to their heirs and

assigns forever; but should the one so dying leave no lawful issue him surviving, then I give his share in the said last-mentioned real estate to his brothers and their lawful issue, taking by representation as to the issue of my said deceased son, Peter Augustus, and as to the issue of such of my other sons as may then be deceased. Ninth. The remaining equal fourth part of my real estate, situate either in the City and County of New York or in the County of Kings, I hereby give, devise and bequeath to the three children of my said deceased son, Peter Augustus, that is to say, Ellen, Henry A. and Frederick Augustus, in equal portions or share and share alike, and to her, his and their heirs forever, during the lives of the said Henry A. and Frederick Augustus and the survivor of them, but upon the death of such survivor the said remaining fourth part of the said last-mentioned real estate is to vest in the lawful issue of the said Henry A. and Frederick Augustus and in the said Ellen, if then living, or if she be then deceased, in her issue. Should one or two of my said three grandchildren die at or before the determination of the life estate above created in respect to their share, without having lawful issue, the interest of the one or two, so dying, in the said last-mentioned real estate shall pass to the survivors or survivor of them and to her, his or their lawful issue. Should all of my said three grandchildren be deceased at the time of the termination of the life estates above created in respect to their share, leaving no lawful issue, or should the said Ellen, after the whole of the said remaining fourth part of the said last-mentioned real estate may have vested in her, by reason of the decease of the said Henry A. and Frederick Augustus, leaving no lawful issue, die under the age of twenty-one years and leaving no issue, then the said remaining fourth part of the said last-mentioned real estate shall vest in my right heirs-at-law. Tenth. But should my said daughter-in-law, contrary to my wishes and earnest entreaties, refuse or decline or neglect to vest, or cause to be vested, in my

said three grandchildren, or the survivors or survivor of them, the said estate derived by her under the will of her said husband from my deceased wife, in manner aforesaid, or should my said three grandchildren all die before me without leaving any issue, then and in either such case I hereby order and direct the whole of my estate, both real and personal, to be divided into three equal parts, one of which parts I hereby give and devise and bequeath unto each of my three said surviving sons, their respective executors, administrators, issue and heirs, under the same limitations and restrictions, with the same powers, in the same events, for the same estates and in the same manner in all respects as is above particularly expressed in regard to each of my said three surviving sons, in the event of my estate being divided into four equal parts. Eleventh. Whatever shares, whether the one-fourth or the one-third part, my said three surviving sons may respectively take in my estate, I hereby authorize and empower them respectively, and each of them, and the guardians for my said three grandchildren during their respective minorities, and my said three grandchildren themselves, after their respective majorities, in case they shall take a share in my estate under this my will, to lease their respective shares of my real estate, or any part or parts thereof, for any term of years not exceeding seven, to commence in possession or within three months after the execution of the lease, except the lots of the Louvre and Belmont Farms, and the lots in the City of Brooklyn, which may be let for any term of years they may severally see fit, not exceeding twenty-one years. * * *

Fourteenth. Believing it to be for the advantage of my children, I do most earnestly recommend that no actual division or partition be made of my real estate, but that they will agree that the same be managed as one entire estate, etc. * * * *

Lastly. In order to provide for the event of any lapsed or void legacy or devise, or any other contingency which may happen, whereby it may be adjudged that I shall have died intestate in

regard to any part or parts of my property or estate, either real or personal, I hereby give, devise and bequeath all and singular the rest, residue and remainder of my property and estate, whatsoever and wheresoever, both real and personal, unto my before-named three sons and my said three grandchildren (the said grandchildren, or the survivors or survivor of them, taking together, if more than one, one share), share and share alike, in case my said grandchildren shall, according to the foregoing provisions of my will, take any share in my said property and estate. But in case they shall not take any share therein, then I hereby give, devise and bequeath the said rest, residue and remainder to my said three sons and the issue of such of them as may hereafter die before me, such issue taking the same share as the deceased parent would have taken, had he survived me."

By codicil dated 3d February, 1852, he provides, amongst other clauses, as follows: "First. Whereas I have, by my said will, given and devised to each of my three sons, John J. Schermerhorn, Edmund H. Schermerhorn and William C. Schermerhorn, for their respective lives, a certain share or portion of my real estate, with remainder to certain persons and in certain events in said will specified. And whereas I now deem it expedient to give to each of my said three sons in fee the portion of my said real estate which would vest in him for life under my said will; now therefore, I hereby revoke, annul and disallow all and singular the provisions of my said will whereby any future estate is created in either of said three shares after the death of my said sons or either of them, or whereby any part of my real estate is devised to any persons or class of persons on the death of my said sons or either of them. And I hereby give and devise to each of my said three sons absolutely in fee all and every share or portion of my real estate by said will given or devised to him for life, subject neverthe-

less to the power of sale by said will and by this codicil conferred on my executors as to certain parts thereof, but with no other restriction, limitation or qualification. And it is my meaning and intention that this modification of said devise shall equally take effect whether the share of my real estate taken by each of my said sons shall be the one-third or the one-fourth part thereof, or, in other words, whether the widow of my deceased son, Peter Augustus Schermerhorn, shall or shall not elect to comply with the condition on which I have by my said will devised a part of my property and estate to the children of my deceased son. Second. I authorize and empower my said Executors, in their discretion, and whenever they may think fit, to sell and convey those portions of my real estate in the City of New York which are known as the Louvre Farm and the Belmont Farm, or any part or parts of either, and my real estate in the City of Brooklyn or any part or parts thereof, the proceeds of any such sale to be deemed real estate and not personal property, to be disposed of by my said executors accordingly."

Peter Schermerhorn died on 23d June, 1852, leaving him surviving three children—

1. John Jones Schermerhorn,
2. William C. Schermerhorn,
3. Edmund H. Schermerhorn,

and three grandchildren, children of his deceased son, Peter Augustus Schermerhorn—

1. Ellen, afterwards wife of Richard T. Auchmuty, whom she married in February, 1867.
2. Henry A. Schermerhorn,
3. Frederick A. Schermerhorn.

Henry A. Schermerhorn, one of the children of Peter Augus-

tus Schermerhorn, died on 9th June, 1869, unmarried, intestate and without issue.

ADELINE E. SCHERMERHORN	DEED.
<i>to</i>	Dated 16th July, 1852.
ELLEN SCHERMERHORN, HENRY	Proved 16th July, 1852.
A. SCHERMERHORN <i>and</i> FRED-	Rec. 22d July, 1852.
ERICK AUGUSTUS SCHERMER- HORN.	608 Conveyances, 621.
	Consideration, \$1.00.

RECITES will of Peter Augustus Schermerhorn, and the will of his father, Peter Schermerhorn, and that she, the said Adeline E. Schermerhorn, has elected to dispose of the share of the said Peter Augustus Schermerhorn in the real estate of his mother, vested in her by his will, in such manner as to comply with the provisions of the said will of Peter Schermerhorn.

CONVEYS all and singular the share, part and portion which the said Peter Augustus Schermerhorn had and inherited, or was in any way entitled to at the time of his death, in the real estate whereof his mother, the said Sarah Schermerhorn, died seised, or was in any way entitled to at the time of her death, and which passed and were devised by him, the said Peter Augustus Schermerhorn, under and by virtue of his last will and testament to the said party of the first part.

Attached to this deed and recorded immediately thereafter is an admission, by the testamentary guardians of the infant children of said Peter Augustus Schermerhorn, of due delivery of said deed to them on 16th July, 1852.

SUPREME COURT.

EDMUND H. SCHERMERHORN

against

JAMES I. JONES *and* ELIZABETH JONES, *his wife*, EDMUND H. PENDLETON *and* FRANCES MARIA PENDLETON, *his wife*, REBECCA JONES, WOODBURY LANGDON *and* HELEN LANGDON, *his wife*, LEWIS C. JONES *and* CATHARINE JONES, *his wife*, ALICE JONES, JOHN JONES SCHERMERHORN, WILLIAM C. SCHERMERHORN *and* ANNE E. H. SCHERMERHORN, *his wife*, ELLEN SCHERMERHORN, HENRY A. SCHERMERHORN, FREDERICK A. SCHERMERHORN, JAMES I. JONES, GEORGE JONES, GEORGE A. JONES *and* LEWIS C. JONES, *Trustees for said* HELEN LANGDON *and* JAMES I. JONES, *sole surviving trustee for said* FRANCES M. PENDLETON.

BENJ. D. SILLIMAN,
Plaintiffs' Attorney.

1854—November 29. Complaint in partition filed.

October 12. Order that Dayton Hobart be appointed guardian of Ellen Schermerhorn, Henry A. Schermerhorn and Frederick A. Schermerhorn, on petition of said Ellen, an infant over 14 years, and of Adeline E. Schermerhorn, the mother

of the other two, who were infants under fourteen years.

- December 6. Amended complaint filed.
- December 7. Answer of said infants filed.
- December 7. Answer of John Jones Schermerhorn, William C. Schermerhorn and Ann E. H., his wife, filed, Dayton Hobart, Esq., being their attorney.
- December 7. Answer of James I. Jones and Elizabeth, his wife, Edmund H. Pendleton and Frances M., his wife, Rebecca Jones, Woodbury Langdon and Helen, his wife, Lewis C. Jones and Catharine, his wife, Alice Jones, James I. Jones, George Jones, George A. Jones and Lewis C. Jones, Trustees for said Helen Langdon, and James I. Jones, sole trustee, etc., filed, Benjamin K. True being their attorney.
- December 9. Order of reference to William C. Wetmore, on title, etc., entered upon consent.
- December 30. Master's report on title filed.
- December 30. Decree of partition entered. George B. Smith, Andrian H. Muller and James Cruikshank were appointed Commissioners of Partition.
- 1855—February 6. Order to file bond of guardian *nunc pro tunc* as of 12th October, 1854.
- June 23. Commissioners' report of partition filed.
- June 23. Final decree of partition entered.

The Commissioners caused a map to be made of both said sub-divisions number three and six, which is filed in Register's

office in Case 203. The lots comprising sub-division number three were allotted by them as follows :

To Edmund H. Schermerhorn, lots numbered 292, 301, 302, 337, 347, 348, 384, 377, 378, 454, 446, 447, 529, 533, 534, 535, and colored red on said map.

To William C. Schermerhorn, lots numbered 291, 297, 296, 340, 345, 346, 385, 374, 375, 376, 455, 448, 449, 530, 538, 539, and colored light brown on said map.

To John Jones Schermerhorn, lots numbered 290, 300, 298, 338, 343, 344, 383, 381, 382, 456, 450, 451, 531, 536, 537, and colored dark brown on said map.

To Ellen Schermerhorn, Frederick A. Schermerhorn and Henry A. Schermerhorn, lots numbered 289, 293, 294, 295, 339, 342, 341, 386, 379, 380, 453, 452, 532, 540, 541, and colored purple on said map.

To Lewis C. Jones, lots numbered 314, 317, 318, 319, 361, 368, 369, 370, 474, 475, 476, 413, 414, 552, 553, 548, 549, 550, and colored yellow on said map.

To Alice Jones, lots numbered 313, 320, 321, 322, 362, 363, 371, 372, 373, 477, 478, 471, 472, 473, 419, 420, 421, 422, 423, 545, 546, 547, 554, and colored blue on said map.

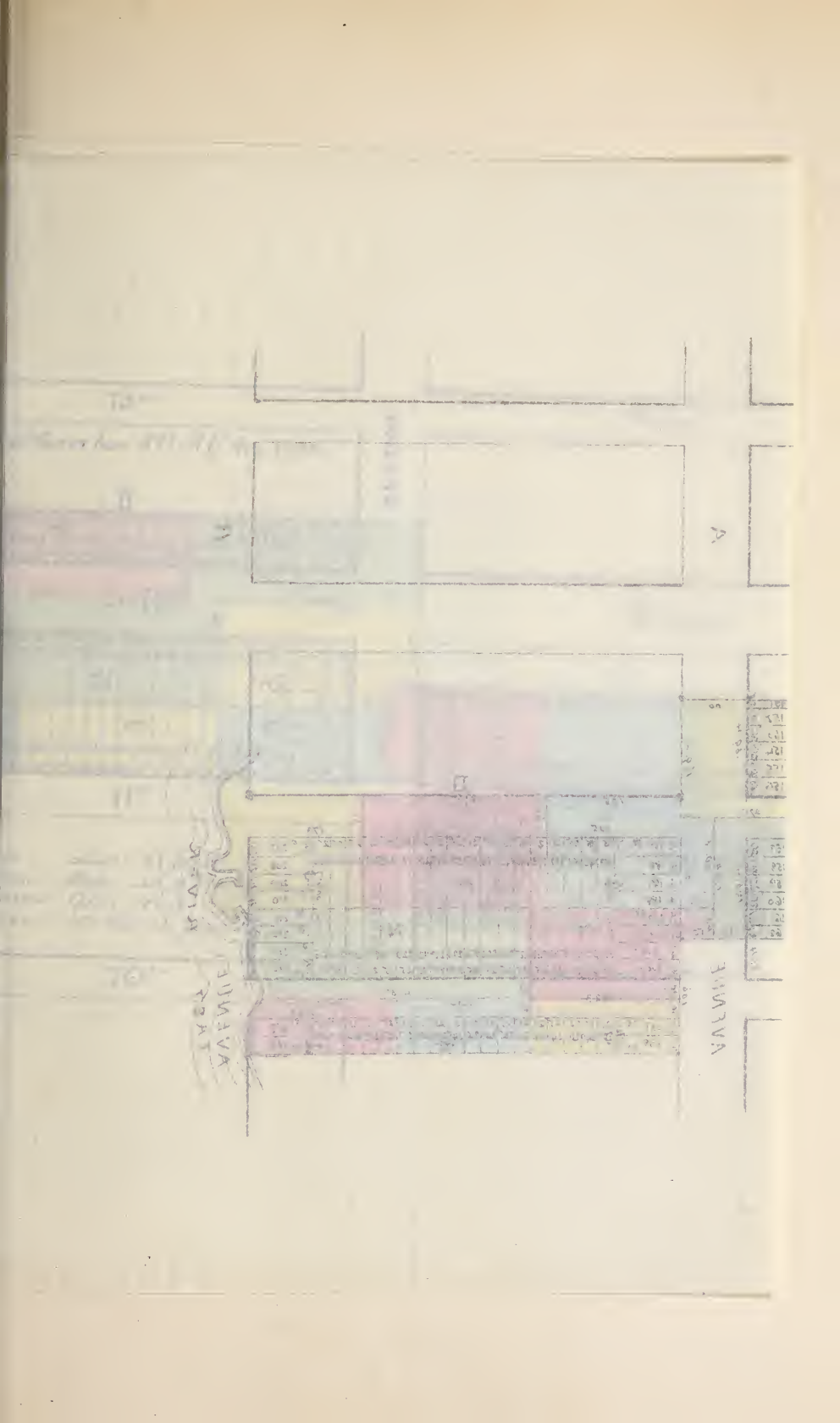
To the Trustees of Helen Langdon, lots numbered 315, 316, 323, 324, 364, 365, 366, 367, 479, 480, 468, 469, 470, 415, 416, 417, 418, 551, 542, 543, 544, and colored grey on said map

To James I. Jones, lots numbered 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 387, 388, 389, 390, 391, 392, 393, 394,

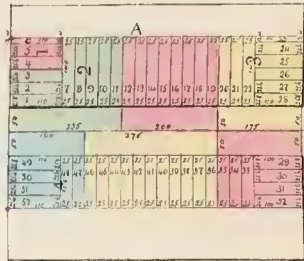
395, 396, 397, 398, 399, 424, 425, 426, 427, 428,
429, 430, 431, 432, and colored green on said
map.

To Frances M. Pendleton, lots numbered 492, 493, 494, 495,
496, 497, 498, 499, 500, 501, 502, 503, 504, 505,
506, 507, 508, 509, 510, 511, 512, 513, 514, 515,
303, 304, 305, 306, 307, 308, 309, 310, 311, 312,
400, 401, 402, 403, 404, 405, 406, 407, 408, 409,
410, 411, 412, 457, 458, 459, 460, 461, 462, 463,
464, 465, 466, 467, 433, 434, 435, 436, 437, 438,
439, 440, 441, 442, 443, 444, 445, and colored
orange on said map, and subject to mortgage
recorded in Liber 386 Mortgages, 636, which
was discharged of record on 13th March, 1856.





AVENUE

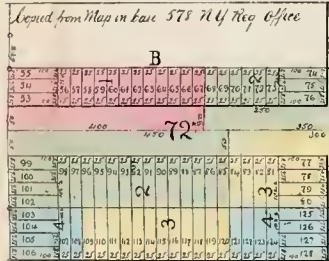


THIRD

MAP
OF
LOT NO. 4 OF THE LOUVRE FARM
New York July 1855
Landed in Garden & Sugar City Survey

AVENUE

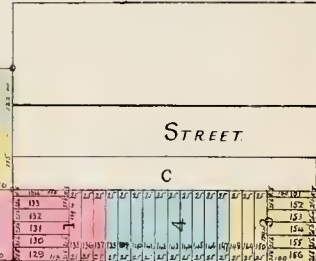
SECOND



No 1 RED Lewis & Jones
2 GREEN Lewis and Revellway Longdon
3 YELLOW Alice Jones
4 BLUE Wm Rebecca Jones

FIRST

AVENUE



FIRST

AVENUE

STREET

STREET

STREET

STREET

AVENUE

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

D

A

B

C

SUB-DIVISION NUMBER FOUR OF THE LOUVRE FARM.

Sub-division number four was set apart to Isaac Colford Jones, in the suit of Schermerhorn *vs.* Jones above set forth, and is described in the Commissioners' report therein as "situated, lying and being in the said Ninth Ward of the City of New York, between Third Avenue and the East River aforesaid. Bounded Southeasterly by the East River, Northwesterly by Third Avenue aforesaid, Southwesterly by the said before-described lot (No. 3) number three of the said premises, and Northeasterly by lot (No. 5) number five of the said premises so divided by us, the said Commissioners, as aforesaid, and more particularly butted, bounded and described as follows, that is to say: Beginning at a point on the Southeasterly side of Third Avenue aforesaid at the middle of the block or space of ground lying between Seventy-first and Seventy-second streets aforesaid, being the Northwesterly corner of the before-described lot (No. 3) number three of the said premises whereof the aforesaid division was so made by us as aforesaid, and run-

ning thence along the said lot (No. 3) number three from said Third Avenue to the East River as follows, to wit: running from the said place of beginning Southeasterly through the middle or centre of the said block or space of ground lying between Seventy-first and Seventy-second streets aforesaid, on a line parallel with and equi-distant from each of the said streets, to and across the before-mentioned Second Avenue seven hundred and ten feet to a point on the Southeasterly side of said Second Avenue; then Southwesterly on and along the Southeasterly side or line of Second Avenue one hundred and two feet two inches to the Northeasterly corner made by the intersection of the said last-mentioned avenue and Seventy-first street; then Southeasterly on and along the Northeasterly side of Seventy-first Street to and across the before-mentioned First Avenue seven hundred and fifty feet to the Northeasterly corner of the said First Avenue and Seventy-first Street; then Southwesterly across Seventy-first Street and along the Southeasterly side or line of First Avenue two hundred and five feet and four inches to a point distant fifty-five feet and four inches Northeasterly from the Northeasterly corner of First Avenue and Seventieth Street; then Southeasterly from First Avenue on a line parallel with Seventieth Street and at the distance of fifty-five feet and four inches Northeasterly therefrom to and across the said before-mentioned Avenue A seven hundred and seventy feet to a point on the Southeasterly side of Avenue A at the distance of fifty-five feet and four inches Northeasterly from Seventieth Street; then Southwesterly on and along the Southeasterly side of Avenue A and crossing Seventieth Street one hundred and sixty-six feet and four inches to a point on the said Southeasterly side of the last-mentioned avenue at the distance of fifty-one feet Southwesterly from Seventieth Street aforesaid; thence Southeasterly from Avenue A to the East River on a line parallel with Seventieth Street and at the distance Southwesterly of fifty-one feet from the Southwesterly

side thereof to the Northeasterly corner at the said East River of the said before-described lot (No. 3) number three, the said corner being at the distance of fifty-one feet Southwesterly from the Northwesterly side of Sixty-seventh Street, measuring the said distance on a line at right angles with the said street, and thence running along the River as it runs Northeasterly, crossing Seventieth Street and Seventh-first Street to the point or place where the Northeasterly side or line of the said last-mentioned street strikes the said East River, the distance from the said Northeasterly line of the aforesaid lot (No. 3) number three of the said premises, so divided to the said Northeasterly side or line of Seventy-first street on the whole width of the said hereby-described lot (No. 4) number four at the said East River, being three hundred and seventy-one feet and eight inches, measuring the said distance on a line at right angles with the said last-mentioned street, and then running from the said River Northwesterly on and along the said Northeasterly side or line of Seventy-first street to the Northeasterly corner made by the intersection of the said street and Avenue A; then Northeasterly on and along the Southeasterly side of Avenue A one hundred thirty-nine feet three inches and three-quarters of an inch to a point on the said Southeasterly side or line of Avenue A sixty-five feet Southwesterly from the before-mentioned Seventy-second Street; then Northwesterly on a line crossing Avenue A, and running parallel with and at the distance of sixty-five feet Southwesterly from Seventy-second Street aforesaid seven hundred and seventy feet to the before-mentioned First Avenue, then Northeasterly on and along the Southeasterly side of said First Avenue two hundred and thirty-seven feet and four inches, crossing Seventy-second Street aforesaid to a point on the said Southeasterly side of said First Avenue seventy-two feet and four inches Northeasterly from said Seventy-second Street; then Northwesterly on a line crossing the said last-mentioned avenue, and continuing and

running parallel with and at the distance of seventy-two feet and four inches Northeasterly from Seventy-second Street seven hundred and fifty-feet to the before-mentioned Second Avenue; then Northeasterly on and along the Southeasterly side of said Second Avenue sixty-seven feet and eight inches to a point on the said Southeasterly side of the said last-mentioned avenue sixty-four feet three inches and three-quarters of an inch Southwesterly from the street distinguished on the City Map aforesaid by Seventy-third Street; then Northwesterly on a line crossing said Second Avenue and continuing and running parallel with and at the distance of sixty-four feet three inches and three-quarters of an inch Southwesterly from Seventy-third street seven hundred and ten feet to the before-mentioned Third Avenue, and then Southwesterly on and along the Southeasterly side or line of said Third avenue, crossing Seventy-second Street three hundred and forty-two feet and ten inches to a point at the middle of the block, or space of ground, lying between Seventy-first and Seventy-second Streets aforesaid, the aforesaid place of beginning, containing, inclusive of streets and avenues, twenty-three acres and twenty perches and one-half of a perch of land, according to the survey and map aforesaid, made of the said premises under our direction as aforesaid.

Isaac C. Jones died on 10th May, 1831, intestate, leaving him surviving Rebecca Jones his widow, and

1. Helen Jones,
2. Lewis C. Jones,
3. Alice Jones,

His only children and heirs-at-law.

Helen Jones, above named, married Woodbury Langdon in November, 1847.

ANTE-NUPTIAL
SETTLEMENT.

HELEN JONES, *of 1st part,*
WOODBURY LANGDON,

of 2d part,

JAMES I. JONES, GEORGE JONES
and GEORGE A. JONES, *and*
LEWIS C. JONES,

of 3d part.

Dated 6th Nov., 1847.

Not recorded, but recited
in Liber 706 Conveyances, 424.

RECITES the intended marriage of parties of first and second parts, her ownership of an undivided interest in farm in question, and other property, and the agreement of said Langdon and Helen Jones to assign the property in trust.

CONVEYS said property in trust to lease the same for one or more years, not exceeding, however, twenty years in the whole from the commencement of the term, which shall always commence in possession within three months from the date and execution of the leases; to collect the rents, issues and profits thereof, apply the same to the payment of taxes, assessments, insurances, repairs, etc., and to pay over the residue to the party of the second part, for and during the rest, residue and remainder of his natural life, whether he survive the said party of the first part, or she, him, and whether there be issue of the said marriage or not. The parties of the third part are authorized to make amicable partition of the said trust premises, and to execute deeds and releases in which the said parties of the first and second parts should unite, and also from time to time to sell and convey the said trust, premises, or any part or parts thereof, or the share of the said party of the first part therein, provided they, the said parties of the first and second parts, should unite in the deeds thereof, and in their execution, acknowledgement and delivery. And it was thereby expressly agreed

between all the parties to the said indenture, that the several trusts therein created and the estate thereby conveyed, should cease and terminate at the death of the said party thereto of the second part, and that should the said party of the first part thereto survive the said party of the second part, the said trust, property and estate should immediately revert to and revest in her in the same manner as the same existed before the execution of the said indenture.

JAMES I. JONES, GEORGE JONES,
 GEORGE A. JONES *and* LEWIS
 C. JONES, *trustees of* HELEN
 LANGDON, LEWIS C. JONES
and CATHERINE, *his wife,*
of 1st part, WOODBURY LANG-
 DON *and* HELEN, *his wife, of*
2d part, and REBECCA JONES,
of 3d part,

to

ALICE JONES,
of 4th part.

DEED OF PARTI- TION.

Dated 21st Feb., 1856.
 Ack. 21st Feb. and 10th
 and 11th April, 1856.
 Rec. 14th May., 1856.
 706 Conveyances, 414.
 Consideration, \$39,753.

CONVEYS two-thirds of lots numbered on map 578 (a copy of which is given at the head of this abstract), by the numbers 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 20, 21, 22, 23, 24, 25, 26, 27, 28, 77, 78, 79, 80, 81, 82, 83, 84, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 168, 169, 170, 171, 172, 173, 174, 175, 176, 148, 149, 150, 151, 152, 153, 154, 155, 156, 237, 238, 239, 240, 241, 242, 243, 204, 205, 206, 207, 208, 209, 210, and also all the water rights, or rights to land under the waters of the East River lying in front of the lands and premises lastly above described, and the said portion of Avenue B.

JAMES I. JONES, GEORGE JONES,
GEORGE A. JONES *and* LEWIS
C. JONES, *trustees of* HELEN
LANGDON, *of 1st part, and*
ALICE JONES, WOODBURY
LANGDON *and* HELEN LANG-
DON, *his wife, of 2d part, RE-*
BECCA JONES, *of 3d part,*
to
LEWIS COLFORD JONES,
of 4th part.

DEED OF PARTI-
TION.

Dated 21st Feb., 1856.
Ack. 21st Feb. and on
10th and 11th April,
1856.
Rec. 14th May, 1856.
706 Conveyances, 417.
Consideration, \$39,753.

CONVEYS two-thirds of lots, numbered on said map 578, by the numbers, 4, 5, 6, 12, 13, 14, 15, 16, 17, 18, 19, 29, 30, 31, 32, 33, 34, 35, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 129, 130, 131, 132, 133, 134, 135, 136, 137, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 228, 229, 230, 231, 232, 233, 234, 235, 236, 252, 253, 254, 255, 256, 257, 258, and also all the water rights, and rights to land under the waters of the East River lying in front of the land and premises lastly above described, and the said portion of Avenue B.

JAMES I. JONES, GEORGE JONES,
GEORGE A. JONES, LEWIS C.
JONES, *trustees of* HELEN
LANGDON, LEWIS COLFORD
JONES *and* CATHERINE, *his*
wife, ALICE JONES, *of 1st part*,
WOODBURY I LANGDON *and*
HELEN, *his wife, of 2d part,*
to
REBECCA JONES, *of 3d part.*

DEED.

Dated 21st Feb., 1856.
Ack. 21st Feb., 1856,
and 10th April, 1856.
Rec. 14th May, 1856.
706 Conveyances, 421.
Consideration, \$26,638.

CONVEYS lots numbered on said map 578, by the num-

bers, 47, 48, 49, 50, 51, 52, 103, 104, 105, 106, 107, 108, 121, 122, 123, 124, 125, 126, 127, 128, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 185, 186, 187, 188, 189, 190, 191, 192, 244, 245, 246, 247, 248, 249, 250, 251.

LEWIS COLFORD JONES <i>and</i> CATHERINE, <i>his wife</i> , ALICE JONES, <i>parties of the 1st part</i> , <i>and</i> REBECCA JONES, <i>of the 2d</i> <i>part</i> ,	DEED OF PARTI- TION.
<i>to</i>	Dated 21st Feb., 1856. Ack. 21st Feb., 1856, and on 10th April, 1856.
JAMES I. JONES, GEORGE JONES, GEORGE A. JONES <i>and</i> LEWIS C. JONES, <i>trustees of</i> HELEN LANGDON, <i>of 3d part</i> .	Rec. 14th May, 1856. 706 Conveyances, 424. Consideration, \$39,753.

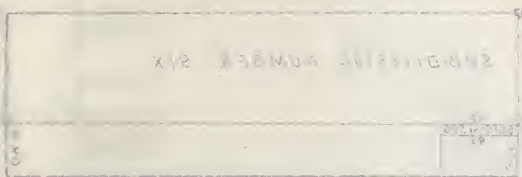
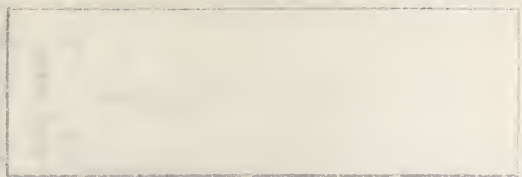
CONVEYS two-thirds of lots, numbered on said map 578, by the numbers, 1, 2, 3, 7, 8, 9, 10, 11, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 68, 69, 70, 71, 72, 73, 74, 75, 76, 177, 178, 179, 180, 181, 182, 183, 184, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227.



RIVER

7221

AVENUE



V

AVENUE

THIRD

MAP
of
SUB DIVISION NUMBER FIVE
Showing the different parcels conveyed by
Mrs Frances M Anderton with the files and page
of the conveyances of each parcel within this zone

SUB DIVISION NUMBER FOUR

SECOND

AVENUE

74TM

73 R.D.

72 NO.

71ST

783 CONS 211

821 CONS 583

820 CONS

SUB-DIVISION NUMBER FOUR

SUBDIVISION NUMBER SIX

FIRST

AVENUE

SUB-DIVISION NUMBER FOUR

STREET

STREET.

STREET

STREET

SUB-DIVISION NUMBER SIX

AVENUE

A

SUB-DIVISION NUMBER SIX

AVENUE

3

EAST RIVER

SUB-DIVISION NUMBER FIVE OF THE LOUVRE FARM.

Sub-division number five was set apart to Frances Maria Pendleton in the suit of Schermerhorn *vs.* Jones above set forth, and is described in the Commissioner's report therein as "Situating and being in the said Ninth Ward of the City of New York, between Third Avenue and the East River aforesaid, Bounded Southeasterly by the East River, Northwesterly by Third Avenue aforesaid, Southwesterly by the said before-described lot (No. 4) number four of the said premises, and Northeasterly by lot (No. 6) number six of the said premises, so divided by us the said Commissioners as aforesaid, and more particularly Butted, bounded and described as follows, that is to say: Beginning at a point on the Southeasterly side of Third Avenue aforesaid, at the distance of sixty-four feet, three inches and three-quarters of an inch Southwesterly from Seventy-third Street aforesaid, being the Northwesterly corner of the before-described lot (No. 4) number four of the said premises whereof the aforesaid division was so made by us as aforesaid, and running thence along the said lot (No. 4) number four from said

Third Avenue to the East River as follows, to-wit: Running from the said place of beginning Southeasterly on a line parallel with and at the distance of sixty four feet three inches and three-quarters of an inch Southwesterly from Seventy-third Street to and across the before-mentioned Second Avenue seven hundred and ten feet to a point on the Southeasterly side of said Second Avenue; then Southwesterly on and along the Southeasterly side or line of Second Avenue sixty-seven feet and eight inches to a point distant seventy-two feet and four inches Northeasterly from the Northeasterly corner of Second Avenue and Seventy-second Street; then from Second Avenue aforesaid Southeasterly on a line parallel with Seventy-second Street, and at the distance of seventy-two feet and four inches Northeasterly therefrom to and across the before-mentioned First Avenue seven hundred and fifty feet to a point on the Southeasterly side or line of said First Avenue at the distance of seventy-two feet and four inches Northeasterly from the Northeasterly corner of First Avenue and Seventy-second Street; then Southwesterly on and along the Southeasterly side or line of First Avenue two hundred and thirty-seven feet and four inches, crossing Seventy-second Street aforesaid to a point on the said Southeasterly side or line of the said last-mentioned Avenue at a distance of sixty-five feet Southwesterly from Seventy-second street aforesaid; then Southeasterly on a line parallel with Seventy-second Street and at the distance of sixty-five feet Southwesterly therefrom to and across the before-mentioned Avenue A seven hundred and seventy feet to a point on the Southeasterly side of the said last-mentioned avenue sixty-five feet Southwesterly from Seventy-second street; then Southwesterly on and along the said Southeasterly side or line of the said last-mentioned Avenue A one hundred and thirty-nine feet three inches and three-quarters of an inch to the Northeasterly corner of the said last-mentioned avenue and Seventy-first street; then Southeasterly on and along the Northeasterly side of Seventy-first Street to the East River to the

Northeasterly corner at the said river of the said before-described lot (No. 4) number four of the said premises, whereof the said division was so made by us as aforesaid; and thence running on and along the said River, crossing Seventy-second Street to a point or place Northeasterly of Seventy-second Street and at the distance of sixty-four feet and four inches therefrom, and at the distance of three hundred and sixty-eight feet seven inches and three-quarters of an inch from the Northeasterly side or line of Seventy-first Street, being the Northeasterly line at the said River of the aforesaid lot (No. 4) number four of the said premises so divided, measuring the said two last-mentioned distances respectively on a line at right angles with the said last-mentioned streets, and then running from the said River Northwesterly on a line parallel with and at the distance of sixty-four feet and four inches Northeasterly from Seventy-second Street to the said before-mentioned Avenue A; then Northeasterly on and along the Southeasterly side of Avenue A one hundred and thirty-nine feet eleven inches and three-quarters of an inch to the Southeasterly corner made by the intersection of Avenue A and Seventy-third Street; then Northwesterly across the said last-mentioned avenue one hundred feet to the Southwesterly corner made by the intersection of the said last-mentioned street and avenue; then Northwesterly on and along the Southwesterly side of Seventy-third Street six hundred and seventy feet to the Southeasterly corner made by the intersection of Seventy-third Street and First Avenue; then Northeasterly across Seventy-third Street and along the Southeasterly side of First Avenue two hundred and eighteen feet to a point on the said Southeasterly side of the said last-mentioned avenue, distant forty-six feet three inches and three-quarters of an inch Southwesterly from the street distinguished on the city map aforesaid by Seventy-fourth street; then Northwesterly on a line running parallel with Seventy-fourth Street and at the distance of forty-six feet three inches and three-quarters of an inch Southwesterly

therefrom across the said last-mentioned avenue, and through the block or space of ground lying between Seventy-third and Seventy-fourth Streets seven hundred and fifty-feet to Second Avenue; then Northeasterly on and along the Southeasterly side of Second Avenue forty-six feet three inches and three-quarters of an inch to the Southeasterly corner made by the intersection of the said last-mentioned avenue and Seventy-fourth Street; then Northwesterly across Second Avenue one hundred feet to the Northwesterly corner made by the said intersection of the said last-mentioned street and avenue; then Northwesterly on and along the Southwesterly side of Seventy-fourth Street six hundred and ten feet to the Southeasterly corner of the said last-mentioned street and Third Avenue; and thence Southwesterly on and along the Southeasterly side or line of the said Third Avenue, crossing Seventy-third Street three hundred and twenty-eight feet seven inches and one-half of an inch to a point on the Southeasterly side of said Third Avenue distant sixty-four feet three inches and three-quarters of an inch Southwesterly from Seventy-third Street aforesaid, the aforesaid place of beginning. Containing, inclusive of streets and avenues, twenty-two acres and three roods of land, according to the survey and map aforesaid made of the said premises under our direction as aforesaid."

On 8th January, 1811, previous to the above-mentioned partition, and before his marriage with Frances Maria Jones, Edmund H. Pendleton agreed, by an indenture made between him and John Jones, Edward R. Jones, and James I. Jones, Trustees for Frances Maria Jones, to settle upon her and her heirs one full, equal, undivided half part of her one-seventh interest in the estate of her father, John Jones, and to convey the same unto them in trust for her sole and separate use during the marriage and their joint lives. Upon the death of Eleanor Margaret Jones, Edmund H. Pendleton agreed to settle upon his

wife on the like trusts one-half of the one-sixth share in the estate of her father, John Jones, of which the said Eleanor Margaret Jones died seised. These agreements are not recorded, but are fully recited in a deed recorded in Liber 190, Conveyances page 357.

EDMUND H. PENDLETON *and*
FRANCES MARIA, *his wife,*
to
JOHN JONES, EDWARD R. JONES,
and JAMES I. JONES.

DEED OF TRUST.

Dated 14th Mar., 1816.
Not recorded, but recited in Liber 190, Conveyances, page 357.

CONVEYS one full, equal, undivided half of the one full, equal, undivided sixth part of all that certain messuage or dwelling-house and farm or tract of land and premises situate, lying and being in the Ninth Ward of the City of New York, between the highway or Post Road and the East River, commonly called the Louvre.

In trust for sole and separate use of Frances M. Pendleton during her marriage with Edmund H. Pendleton, and during their joint lives, free from his debts, etc.; but to permit them or him to receive the rents thereof to and for the use of Frances M. Pendleton and Edmund H. Pendleton, unless the said Frances M. Pendleton otherwise direct, then to her, or her appointee. If she survive him, then in trust for the said Frances M. Pendleton, her heirs and assigns forever; if she die first, then in trust for Edmund H. Pendleton during his life, and on his death to the lawful issue of Frances M. Pendleton, and their heirs as tenants in common, the lawful issue of a deceased child taking its parents share. And in default of issue to the heirs-at-law of the said Frances M. Pendleton, with full power

to her to direct, limit and appoint by will unto and amongst her lawful issue, and if none among such persons as she may think proper, and also with full power to Frances M. Pendleton and husband to sell with consent of trustees.

After the partition of the said Louvre Farm into six subdivisions the undivided half of Sub-division Number Five, which was set apart to Mrs. Pendleton in severalty, was held by her trustees under the above trusts. The other moiety was conveyed as follows :

DEED.

EDMUND H. PENDLETON *and*
 FRANCES MARIA, *his wife,*
to
 AUGUSTUS FLEMING.

Dated 27th Feb, 1836.
 Ack. 29th Feb., 1836.
 Rec. 1st Mar., 1836.
 347 Conveyances, 615.
 Consideration, \$10.!

CONVEYS the moiety or undivided half part of all that certain other piece and parcel of land, parcel of the said farm, called the Louvre, situated, lying and being (formerly in the Ninth Ward), in the Twelfth Ward of the City of New York, and known and distinguished on a partition of the said farm among the owners thereof as Lot Number Five. Bounded Southeasterly by the East River, Northwesterly by the Third Avenue, Northeasterly by the said last-described piece of land Number Six, and Southwesterly by the lot of land also parcel of the said farm called the Louvre, Number Four, which said lot Number Four belongs to the heirs of Isaac C. Jones, deceased, the said lot of land Number Five, containing twenty-two acres and three roods of land, be the same more or less, with the appurtenances,

DEED.

AUGUSTUS FLEMING

to

EDMUND H. PENDLETON.

Dated 29th Feb., 1836.

Ack. 1st Mar., 1836.

Rec. 1st Mar., 1836.

347 Conveyances, 618.

Consideration, \$10.

CONVEYS same interest in same premises.

*In the Matter**of*

The petition of EDMUND H. PENDLETON *and* FRANCES MARIA, *his wife,*
for the appointment of new Trustees in
the place of the late JAMES I. JONES, *sole surviving trustee of the said* FRANCES MARIA PENDLETON.

1859—February 5. Petition verified. Sets up death of John Jones on 27th April, 1846, of Edward R. Jones on 10th January, 1839, and of James I. Jones on 3d September, 1858, and that there is no issue of the marriage of Edmund H. Pendleton and wife.

February 5. Woodbury Langdon and wife, by Joshua Coit, their attorney, John Jones Schermerhorn, William C. Schermerhorn, Edmund H. Schermerhorn, Lewis C. Jones and wife, Alice Jones and Ellen Schermerhorn, by George A. Jones, their attorney, appear and admit due service of a copy of the petition and notice of motion.

1859—February 5. The guardian *ad litem* of Henry C. Schermerhorn, Frederick A. Schermerhorn, Eleanor C. Jones, James I. Jones and Cordelia Jones admits due service of said papers.

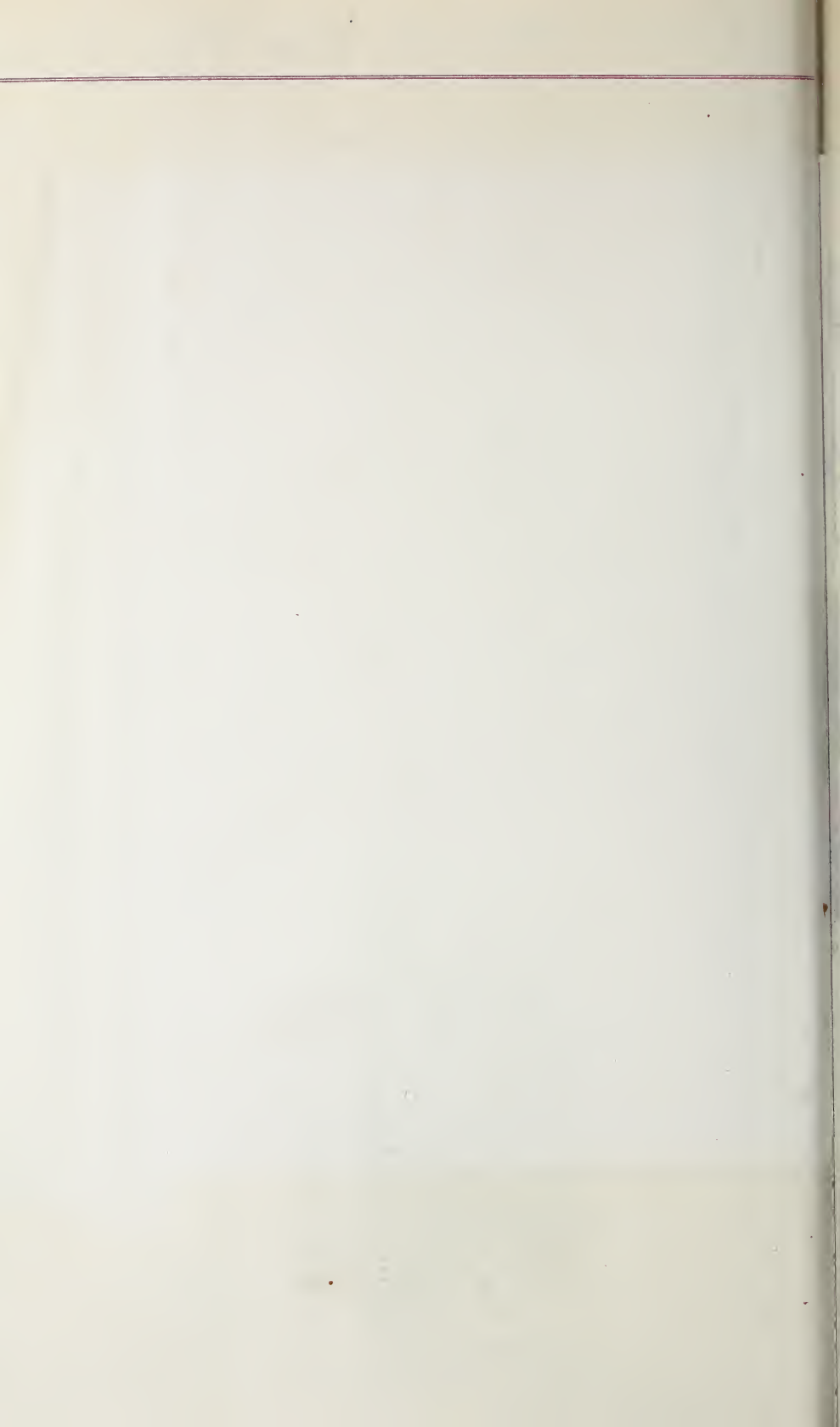
February 7. Order entered, appointing Thomas W. Ludlow, Alexander Hamilton, Jr., and Nathaniel P. Rogers such trustees. This order is recorded in Liber 779 Conveyances, page 83.

<i>Last Will and Testament</i> <i>of</i> EDMUND H. PENDLETON.	}	Dated 28th May, 1856. Proved in Dutchess Co., but recorded in New York Register Office in Liber 851 Convs., 600.
---	---	---

“I give, devise and bequeath all my estate, both real and personal, of every kind and description whatever, without any exception, to my beloved wife, Frances M. Pendleton, to have and to hold the same to her and her heirs.”

The will contains certain provisions contingent on his surviving his wife.

The map ante page 359 shows the different parcels of this sub-division conveyed from time to time by Mrs. Pendleton, her husband and trustees.



AVENUE

AVENUE

AVENUE

A

B

THIRD

SECOND

FIRST

AVENUE

AVENUE

MAP
OF
SUBDIVISION NUMBER SIX
OF THE
LOUVRE FARM.

Copied from Map in case N° 203 N.Y. Reg. Office

SEVENTYFIFTH
SEVENTYFOURTH
SEVENTYTHIRD
SEVENTYSECOND

Entitled
MAP
OF
PROPERTY BELONGING TO

N°1 Children of M^{rs} Mary Schermerhorn vs.
d. Ed. Edward H. Schermerhorn
C. Brown William C. Schermerhorn
f. Brown John Jones Schermerhorn
N°2 Children of Isaac Colford Jones, dec^d
a. Jones Isaac Jones
b. Jones Colford Jones
c. Jones Helen wife of Woodbury Langdon
N°3 Green James J. Jones
N°4 Orange Edmund H. Pondleton Frances M. his wife James
Jones James for Francis M. Pondleton.

STREET
STREET
STREET

Signed James Bruckshank
Adrian H. Muller
Geo B. Smith

Commissioners
in
Partition

SUB-DIVISION NUMBER SIX OF THE LOUVRE FARM.

Lot Number Six was set apart to William H. Jones, in the suit of Schermerhorn *vs.* Jones above set forth, and is described in the commissioner's report therein as "Situating, lying and being in the said Ninth Ward of the City of New York, between Third Avenue and East River aforesaid. Bounded Southeasterly by the East River, Northwesterly by Third Avenue, Southwesterly by the said before described lot (No. 5) number five of the said premises, and Northeasterly by land and premises now or lately in the possession of Richard Riker, and more particularly butted, bounded and described as follows, that is to say: Beginning at the Southeasterly corner made by the intersection of Third Avenue and Seventy-fourth Street aforesaid, being the Northwesterly corner of the before-described lot (No. 5) number five of the said premises, whereof the aforesaid division was so made by us as aforesaid, and running thence along the said lot (No. 5) number five from Third Avenue to the East River, as follows, to-wit: running from the said place of beginning Southeasterly on and along the Southwesterly side of Seventy-fourth Street to and across the said before-mentioned Second Avenue seven hundred and ten feet to the Southeasterly

corner of said Second Avenue and Seventy-fourth Street ; then Southwesterly on and along the Southeasterly side or line of Second Avenue forty-six feet three inches and three-quarters of an inch : then Southeasterly on a line parallel with Seventy-fourth Street, and at the distance of forty-six feet three inches and three-quarters of an inch Southwesterly therefrom to and across the said before-mentioned First Avenue seven hundred and fifty feet to a point on the Southeasterly side or line of said First Avenue at the distance of forty-six feet three inches and three-quarters of an inch Southwesterly from Seventy-fourth Street aforesaid ; then Southwesterly on and along the Southeasterly side of First Avenue two hundred and eighteen feet to the Southeasterly corner of the said last-mentioned avenue and Seventy-third Street ; then Southeasterly on and along the Southwesterly side of Seventy-third Street to and across the said before-mentioned Avenue A seven hundred and seventy feet to the Southeasterly corner of the said last-mentioned avenue and street ; then Southwesterly on and along the Southeasterly side of the said Avenue A one hundred and thirty-nine feet eleven inches and three-quarters of an inch to a point on the said Southeasterly side of the said last-mentioned avenue sixty-four feet and four inches Northeasterly from the before-mentioned Seventy-second Street, and then Southeasterly on a line parallel with Seventy-second Street and at the distance of sixty-four feet and four inches therefrom to the East River to the Northeasterly corner at the said River of the said before-described lot (No. 5) number five being at the distance, Northeasterly from the Northeasterly side of Seventy-second Street, of sixty-four feet and four inches on a line at right angles with the said street, and thence running along the River as it runs Northeasterly to the Southeasterly corner of the said premises, now, or lately, in the possession of the aforesaid Richard Riker, being the Northeasterly corner of the said premises, whereof the division aforesaid was so made by us as aforesaid, the width of the said

hereby-described lot (No. 6) number six on the said East River, measuring the same on a line at right angles with Seventy-third Street aforesaid, being three hundred and thirty-six feet, and then running from the said East River to Third Avenue aforesaid along the division line between the said land and premises of the said Richard Riker and the said premises, ~~so~~ by us divided as follows, to-wit: First, North forty-six degrees, West four hundred and sixty-three feet, then North forty-seven degrees, West one thousand six hundred and sixty-nine feet, and then North fifty-eight degrees, West eight hundred and twenty-three feet to said Third Avenue to the Northwesterly corner of the said premises, whereof the said division was so made by us as aforesaid, the said Northwesterly corner of the said premises being in the street distinguished on the City Map aforesaid by Seventy-fifth Street and at the distance of fifteen feet Northeasterly from the Southeasterly corner of Seventy-fifth Street and Third Avenue, and then running Southwesterly on and along the Southeasterly side of said Third Avenue crossing Seventy-fourth Street two hundred and seventy-nine feet and four inches to the Southeasterly corner of the said last-mentioned avenue and street, the aforesaid place of beginning. Containing, inclusive of streets and avenues, twenty-one acres three roods and eight perches of land, according to the survey and map aforesaid, made of the said premises under our direction as aforesaid."

The said William H. Jones died on 15th November, 1817, unmarried and intestate, leaving him surviving Eleanor Jones, his mother, and the following brothers and sisters,

1. Isaac C. Jones,
2. John Jones,
3. Frances M. Pendleton,
4. Sarah Schermerhorn,
5. James I. Jones,

his only heirs-at-law.

On 14th March, 1816, before the partition, above mentioned, of the Louvre Farm, the said Frances M. Pendleton and Edmund H. Pendleton had conveyed to John Jones, Edward R. Jones and James I. Jones, one undivided half of one undivided sixth part of said Louvre Farm in trust for her sole and separate use, upon the trusts hereafter set forth in Liber 171 Conveyances, page 222. After the death of William Henry Jones an undivided half of the undivided fifth of said lot six, which descended to her, the said Frances M. Pendleton, as above mentioned, was also conveyed to her said trustees on the like trusts. These deeds are not recorded, but are recited in Liber 190 Conveyances, page 357.

DEED.

JOHN JONES
to
ISAAC CAROW *and*
JAMES I. JONES.

Dated 3d Aug., 1822.
Ack. 6th Aug., 1822.
Rec. 6th Aug., 1822.
161 Conveyances, 249.
Consideration, \$1.00.

CONVEYS all and singular the dwelling-house and land situated and lying in the Ninth Ward of the City of New York, between Third Avenue and East River, being part of the farm and estate sometimes called the Louvre, whereof John Jones, deceased, the father of the said John Jones, party to these presents, died seised, and whereon he resided at the time of his death, which part of the said farm and estate now belonging to the said John Jones was in a partition and division made thereof between him, the said John Jones, and the other part owners thereof, set apart, allotted and assigned to the said John Jones, as by the proceedings and decree for said partition, reference being had thereto, may more fully appear, subject to the dower of the before-named Eleanor Jones, the widow of the said John Jones, deceased thereof, and all the right, share and shares and

interest of the said John Jones of and in all and singular the said farm or tract of land, the same containing, or estimated to contain, one hundred and thirty acres of land, and of and in every part thereof as heir-at-law of his said late father, John Jones, deceased, and of his deceased sister, Eleanor Margaret Jones, and his brother, William Henry Jones, and otherwise howsoever.

In trust to sell and pay the debts therein specified.

IN CHANCERY. *Before Chancellor.*

ISAAC C. JONES, PETER SCHERMER-
HORN *and* SARAH, *his wife, and* ED-
MUND H. PENDLETON *and* FRANCES
MARIA, *his wife,*

vs.

JOHN JONES, JAMES I. JONES, ISAAC
CAROW *and* JAMES I. JONES, *Trus-*
tees, as mentioned in the pleadings in
this cause as such trustees, and JOHN
JONES, JAMES I. JONES *and* EDWARD
R. JONES, *Trustees, as mentioned in*
the pleadings in this cause as such trus-
tees, and ELEANOR JONES.

1822—December 18. Bill for partition filed.

December 20. Answer of all the defendants filed, admit-
ting facts stated in bill.

1823—January 3. Order of reference on title, etc., entered
on consent of D. B. Ogden, solicitor
for all the defendants.

January 4. Master's report on title filed.

January 4. Judgment of partition entered on like con-
sent. Isaac Jones, John Hone and

Edward W. Laight were appointed commissioners to make partition.

- 1823—January 7. Report of Commissioners filed. They report that the lands appear to them so circumstanced that the interests of the parties require a sale thereof rather than an actual partition.
- January 7. Order of sale entered, on like consent.
- May 1. Report of sale filed and confirmed. Reports sale of said lot Six of the Louvre Farm to James I. Jones, Peter Schermerhorn, Jr., Edmund H. Pendleton and Isaac C. Jones for \$4,900.

ISAAC JONES, JOHN HONE
and EDWARD W. LAIGHT,
Commissioners of Partition,

to

PETER SCHERMERHORN, JUNIOR,
JAMES I. JONES, EDMUND H.
PENDLETON and ISAAC C.
JONES.

DEED.

Dated 1st May, 1823.
Ack. 7th May, 1823.
Rec. 23d Sept., 1823.
171 Conveyances, 1.
Consideration, \$4,900.

CONVEYS all the estate, right, title and interest which the said parties to these presents of the first part have or had, or which the said Isaac C. Jones, Peter Schermerhorn, Junior, and Sarah Schermerhorn, the wife of the said Peter Schermerhorn, Junior, Edmund H. Pendleton and Frances Maria Pendleton, the wife of the said Edmund H. Pendleton, Eleanor Jones, John Jones, James I. Jones, Isaac Carow and James I. Jones, Trustees aforesaid, and John Jones, James I. Jones and Edward R. Jones, trustees as aforesaid, have or had in lot number six (6) of the Louvre Farm.

TITLE TO THE ONE-FOURTH VESTED IN EDMUND H.
PENDLETON.

DEED.

EDMUND H. PENDLETON *and*
FRANCES MARIA, *his wife,*
to
JAMES I. JONES.

Dated 30th June, 1823.
Ack. 9th July, 1823.
Rec. 23d Sept., 1823.
171 Conveyances, 212.
Consideration, \$10.

CONVEYS the one equal undivided fourth part of all that certain piece or parcel of land situated in the Ninth Ward of the City of New York, being part of a farm or tract of land commonly called the Louvre, and known and distinguished in a partition thereof, among the owners and proprietors thereof, by lot number Six. Bounded Southeasterly by the East River, Northwesterly by Third Avenue, Northeasterly by premises now or late of Richard Riker, and Southwesterly by lot number five of the said farm or tract of land called the Louvre, and in a certain indenture or deed of conveyance, bearing date the first day of May in the year one thousand eight hundred and twenty-three, made between Isaac Jones, John Hone and Edward W. Laight, Commissioners as therein mentioned, of the first part, and the said Edmund H. Pendleton, and others of the second part, more particularly described, reference being thereto had may appear. Containing twenty-one acres three roods and eight perches of land, be the same more or less, with the appurtenances.

JAMES I. JONES,

of 1st part,

JOHN JONES *and*

EDWARD R. JONES,

of 2d part,

FRANCES MARIA PENDLETON,

wife of EDMUND H. PENDLETON,

of 3d part.

EDMUND H. PENDLETON,

of 4th part.

COVENANT.

To stand seised to certain uses, etc.

Dated 1st July, 1823.

Ack. 17th July, 1823.

Rec. 23d Sept., 1823.

171 Conveyances, 222.

COVENANTS to convey the moiety or one equal undivided half part of the one equal undivided fourth part of the same premises to parties of the first and second parts.

In trust for sole and separate use of Frances M. Pendleton during her marriage with Edmund H. Pendleton, and during their joint lives, free from his debts, etc., but to permit them or him to receive rents to and for the use of Frances M. Pendleton and Edmund H. Pendleton, unless Frances M. Pendleton otherwise direct, then to her or her appointee; if she survive him, then in trust for the said Frances M. Pendleton, her heirs and assigns forever; if she die first, then in trust for Edmund H. Pendleton during his life, and on his death to lawful issue of Frances M. Pendleton, and their heirs as tenants in common, the lawful issue of a deceased child taking its parents' share, and in default of issue to the heirs-at-law of the said Frances M. Pendleton, with full power to her to direct, limit and appoint by will unto and amongst her lawful issue, and if none, among such persons as she may think proper, and also with full power to Frances M. Pendleton and husband to sell with consent of trustees.

Also covenants to hold the same till such conveyance be made, on like trusts.

DEED.

JAMES I. JONES
to
CHARLES JONES.

Dated 22d April, 1825.
Ack. 23d April, 1825.
Rec. 31st May, 1825.
190 Conveyances, 353.
Consideration, \$10.

CONVEYS same interest in premises by same description.

CHARLES JONES,
of 1st part,
EDMUND H. PENDLETON and
FRANCES MARIA, his wife,
of 2d part,
JOHN JONES, EDWARD R.
JONES and JAMES I. JONES,
of 3d part.

DEED.

Dated 23d April, 1825.
Ack. 19th and 20th
May, 1825.
Rec. 31st May, 1825.
190 Conveyances, 357.
Consideration, \$1.00.

RECITES all above proceedings, and conveys same interest in same premises.

In trust as set forth in covenant to stand seised to certain uses (171 Conveyances, 222) above set forth.

DEED.

JAMES I. JONES
to
FRANCES MARIA PENDLETON,
wife of EDMUND H. PENDLETON.

Dated 1st July, 1823.
Ack. 17th July, 1823.
Rec. 23d Sept., 1823.
171 Conveyances, 217.
Consideration, \$10.

CONVEYS the moiety, or one equal undivided half part of the one equal undivided fourth part of the said lot number six.

DEED.

EDMUND H. PENDLETON <i>and</i> FRANCES MARIA, <i>his wife</i> , <i>to</i> AUGUSTUS FLEMING.	}	Dated 27th Feb., 1836. Ack. 29th Feb., 1836. Rec. 1st Mar., 1836. 347 Conveyances, 615. Consideration, \$10.
--	---	--

CONVEYS the same interest in same premises.

DEED.

AUGUSTUS FLEMING <i>to</i> EDMUND H. PENDLETON.	}	Dated 29th Feb., 1836. Ack. 1st Mar., 1836. Rec. 1st Mar., 1836. 347 Conveyances, 618. Consideration, \$10.
---	---	---

CONVEYS same interest in same premises.

TITLE TO THE ONE-FOURTH VESTED IN PETER SCHERMERHORN, JUNIOR.

DEED.

PETER SCHERMERHORN, JUN., <i>and SARAH, his wife</i> , <i>to</i> JAMES I. JONES.	}	Dated 30th June, 1823. Ack. 8th July 1823. Rec. 23d Sept., 1823. 171 Conveyances, 145. Consideration, \$10.
---	---	---

CONVEYS the one equal undivided fourth part of said lot number six.

DEED.

<hr/> JAMES I. JONES <i>to</i> SARAH SCHERMERHORN, <i>wife of</i> PETER SCHERMERHORN, JR. <hr/>	}	Dated 1st July, 1823. Ack. 10th July, 1823. Rec. 23d Sept., 1823. 171 Conveyances, 150. Consideration, \$10.
---	---	--

CONVEYS same interest in same premises.

Sarah Schermerhorn died on 28th April, 1845, intestate, leaving her surviving her husband, Peter Schermerhorn, and

1. John Jones Schermerhorn,
2. William C. Schermerhorn,
3. Edmund H. Schermerhorn,
4. Peter Augustus Schermerhorn,

her only children and heirs-at-law.

The said Peter Augustus Schermerhorn died on 6th May, 1845.

<hr/> <i>Last Will and Testament</i> <i>of</i> PETER AUGUSTUS SCHERMER- HORN. <hr/>	}	Dated 27th Mar., 1845. Proved 28th May, 1845. 91 Wills, 296.
---	---	--

GIVES to his Executors and Trustees out of his personal estate an amount equal to the sum of \$30,000 multiplied by the number of children (including posthumous children which may be living at the time of his decease), to be held in trust as therein provided, and then makes the following devise :

“ All the rest, residue and remainder of the estate, both real and personal, which I shall be seised, or possessed of, or in any way entitled to at the time of my decease, I give, devise and bequeath unto my said beloved wife, Adeline, to have and to hold the same, as to the real estate, unto her heirs and assigns

forever, and as to the personal estate, unto her executors, administrators and assigns forever; and in view of this bequest and devise I rely upon the parental affection of my said wife to maintain, support and educate my children in a manner suitable to her means and their station at her own expense until they shall receive their shares of the amount above bequeathed unto my said trustees, or respectively attain lawful age. * * * The provisions hereby made for my said wife, being intended by me, and is to be accepted by her, in bar and lieu of all dower, right and other claims which she may have upon my estate, either real or personal."

JOHN JONES SCHERMERHORN,
EDMUND H. SCHERMERHORN,
WILLIAM C. SCHERMERHORN
and ADELINE E. SCHERMER-
HORN

to

PETER SCHERMERHORN.

DEED.

Dated 22d Sept., 1845.
Ack. 23d Sept., 1845.
Rec. 3d Oct., 1845.
463 Conveyances, 538.
Consideration, \$5.00.

CONVEYS the share, purport and portion of the said parties of the first part, and of each of them, of, in and to all and singular that certain farm, tract, piece or parcel of land, commonly called and known as the Louvre Farm, situate, lying and being in the Twelfth Ward of the said City of New York and on the Easterly side of the Third Avenue, being part and parcel of the real estate whereof the said Sarah Schermerhorn, the mother of the said John Jones Schermerhorn, Edmund H. Schermerhorn, William C. Schermerhorn and Peter Augustus Schermerhorn died seised or entitled to, and which, upon her death, descended to them as her sole heirs-at-law, in equal portions or shares.

Last Will and Testament

of

PETER SCHERMERHORN.

Dated 11th May, 1849.

Proved 8th July, 1852.

104 Wills, 309.

Testator appoints his three sons, John J. Schermerhorn, Edmund H. Schermerhorn and William C. Schermerhorn, and his friend, Edward Bancker, his executors; and subsequently provides as follows:

“Whereas my deceased son, Peter Augustus Schermerhorn, departed this life shortly after his mother, my late lamented wife, having, before the illness of my said wife and when himself in failing health and without any prospect of surviving her, made and executed his last will and testament, whereby, after making a pecuniary provision for his three infant children, he bequeathed and devised to his wife, Adeline E., all the residue of his estate, both real and personal, whereof he might be seised or whereto he might be entitled at the time of his death, meaning and intending thereby, as I have no doubt, and as it was perfectly right and proper for him to do, to give back to his said wife the bulk of the large fortune which he received with her, but, in consequence of the sudden and unexpected death of his said mother a few days before him, his share in her real estate passed, under his said will, to his said wife, subject to my life estate therein, as tenant by the curtesy, which I have no doubt whatever, was contrary as well to his intention and wishes as to those of my said wife, could they have been ascertained or expressed in reference thereto, and inasmuch as my said daughter-in-law has hitherto declined to make over to her said children the said share in my deceased wife’s estate, I feel myself in duty bound not only to notice the fact above stated, but to frame the provisions of this my will in regard to my said

grandchildren accordingly. Fifth. Should my said daughter-in-law, at any time during my life or within thirty days after probate shall have been granted on this my will, and a copy thereof duly delivered to her, grant and convey to my said grandchildren, or such of them as may be living, all and singular her interest in my said wife's real estate, or should she have taken such measures as would fully assure to them, or the survivors of them, her interest in the said estate on her death, or should she be then deceased and the said estate vested in her said children as her heirs-at-law or devisees, and should her said children, any or either of them, survive me, then and in that case I hereby order and direct all my personal estate, my just debts and funeral and testamentary charges being first paid thereof, to be divided into four equal parts, and so much of my real estate as is situate either in the City and County of New York or in the County of Kings, to be likewise divided into four equal parts. * * * * * Eighth. Three of the said equal fourth parts of my real estate, situate either in the City and County of New York or in the County of Kings, I hereby give, devise and bequeath to my said three sons, John J. Schermerhorn, Edmund H. Schermerhorn and William C. Schermerhorn, one of the said equal fourth parts to each of them, for and during his life, and I give to each one of my said three sons power, according to a full discretion hereby given to each of them, to dispose of his own share of the said last-mentioned real estate by will among his lawful issue and among his brothers and their lawful issue, including the said three children of my said deceased son, Peter Augustus, or among any of the said persons, in such shares and proportions and on such lawful conditions and limitations as he may think fit. Should either of my said three sons die without exercising the power above given, I hereby give, devise and bequeath the share of the one, so dying, in the said last-mentioned real estate to his lawful issue, taking by representation, and to their heirs and

assigns forever; but should the one so dying leave no lawful issue him surviving, then I give his share in the said last-mentioned real estate to his brothers and their lawful issue, taking by representation as to the issue of my said deceased son, Peter Augustus, and as to the issue of such of my other sons as may then be deceased. Ninth. The remaining equal fourth part of my real estate, situate either in the City and County of New York or in the County of Kings, I hereby give, devise and bequeath to the three children of my said deceased son, Peter Augustus, that is to say, Ellen, Henry A. and Frederick Augustus, in equal portions or share and share alike, and to her, his and their heirs forever, during the lives of the said Henry A. and Frederick Augustus and the survivor of them, but upon the death of such survivor the said remaining fourth part of the said last-mentioned real estate is to vest in the lawful issue of the said Henry A. and Frederick Augustus and in the said Ellen, if then living, or if she be then deceased, in her issue. Should one or two of my said three grandchildren die at or before the determination of the life estate above created in respect to their share, without having lawful issue, the interest of the one or two, so dying, in the said last-mentioned real estate shall pass to the survivors or survivor of them and to her, his or their lawful issue. Should all of my said three grandchildren be deceased at the time of the termination of the life estates above created in respect to their share, leaving no lawful issue, or should the said Ellen, after the whole of the said remaining fourth part of the said last-mentioned real estate may have vested in her, by reason of the decease of the said Henry A. and Frederick Augustus, leaving no lawful issue, die under the age of twenty-one years and leaving no issue, then the said remaining fourth part of the said last-mentioned real estate shall vest in my right heirs-at-law. Tenth. But should my said daughter-in-law, contrary to my wishes and earnest entreaties, refuse or decline or neglect to vest, or cause to be vested, in my

said three grandchildren, or the survivors or survivor of them, the said estate derived by her under the will of her said husband from my deceased wife, in manner aforesaid, or should my said three grandchildren all die before me without leaving any issue, then and in either such case I hereby order and direct the whole of my estate, both real and personal, to be divided into three equal parts, one of which parts I hereby give and devise and bequeath unto each of my three said surviving sons, their respective executors, administrators, issue and heirs, under the same limitations and restrictions, with the same powers, in the same events, for the same estates and in the same manner in all respects as is above particularly expressed in regard to each of my said three surviving sons, in the event of my estate being divided into four equal parts. Eleventh. Whatever shares, whether the one-fourth or the one-third part, my said three surviving sons may respectively take in my estate, I hereby authorize and empower them respectively, and each of them, and the guardians for my said three grandchildren during their respective minorities, and my said three grandchildren themselves, after their respective majorities, in case they shall take a share in my estate under this my will, to lease their respective shares of my real estate, or any part or parts thereof, for any term of years not exceeding seven, to commence in possession or within three months after the execution of the lease, except the lots of the Louvre and Belmont Farms, and the lots in the City of Brooklyn, which may be let for any term of years they may severally see fit, not exceeding twenty-one years. * * * Fourteenth. Believing it to be for the advantage of my children, I do most earnestly recommend that no actual division or partition be made of my real estate, but that they will agree that the same be managed as one entire estate, etc. * * * * * Lastly. In order to provide for the event of any lapsed or void legacy or devise, or any other contingency which may happen, whereby it may be adjudged that I shall have died intestate in

regard to any part or parts of my property or estate, either real or personal, I hereby give, devise and bequeath all and singular the rest, residue and remainder of my property and estate, whatsoever and wheresoever, both real and personal, unto my before-named three sons and my said three grandchildren (the said grandchildren, or the survivors or survivor of them, taking together, if more than one, one share), share and share alike, in case my said grandchildren shall, according to the foregoing provisions of my will, take any share in my said property and estate. But in case they shall not take any share therein, then I hereby give, devise and bequeath the said rest, residue and remainder to my said three sons and the issue of such of them as may hereafter die before me, such issue taking the same share as the deceased parent would have taken, had he survived me."

By codicil dated 3d February, 1852, he provides, amongst other clauses, as follows: "First. Whereas I have, by my said will, given and devised to each of my three sons, John J. Schermerhorn, Edmund H. Schermerhorn and William C. Schermerhorn, for their respective lives, a certain share or portion of my real estate, with remainder to certain persons and in certain events in said will specified: And whereas I now deem it expedient to give to each of my said three sons in fee the portion of my said real estate which would vest in him for life under my said will; now therefore, I hereby revoke, annul and disallow all and singular the provisions of my said will whereby any future estate is created in either of said three shares after the death of my said sons or either of them, or whereby any part of my real estate is devised to any persons or class of persons on the death of my said sons or either of them. And I hereby give and devise to each of my said three sons absolutely in fee all and every share or portion of my real estate by said will given or devised to him for life, subject neverthe-

less to the power of sale by said will and by this codicil conferred on my executors as to certain parts thereof, but with no other restriction, limitation or qualification. And it is my meaning and intention that this modification of said devise shall equally take effect whether the share of my real estate taken by each of my said sons shall be the one-third or the one-fourth part thereof, or, in other words, whether the widow of my deceased son, Peter Augustus Schermerhorn, shall or shall not elect to comply with the condition on which I have by my said will devised a part of my property and estate to the children of my deceased son. Second. I authorize and empower my said Executors, in their discretion, and whenever they may think fit, to sell and convey those portions of my real estate in the City of New York which are known as the Louvre Farm and the Belmont Farm, or any part or parts of either, and my real estate in the City of Brooklyn or any part or parts thereof, the proceeds of any such sale, to be deemed real estate and not personal property, to be disposed of by my said executors accordingly."

Peter Schermerhorn died on 23d June, 1852, leaving him surviving three children—

1. John Jones Schermerhorn,
2. William C. Schermerhorn,
3. Edmund H. Schermerhorn,

and three grandchildren, children of his deceased son, Peter Augustus Schermerhorn—

1. Ellen, afterwards wife of Richard T. Auchmuty, whom she married in February, 1867.
2. Henry A. Schermerhorn,
3. Frederick A. Schermerhorn.

Adeline E. Schermerhorn executed the deed required in the will of Peter Schermerhorn, which deed is recorded in Liber 608 Conveyances, 621.

TITLE TO THE ONE-FOURTH VESTED IN ISAAC C. JONES.

Isaac C. Jones died intestate on 12th May, 1831, leaving him surviving Rebecca Jones his widow, and

1. Lewis C. Jones.
 2. Helen Jones,
 3. Alice Jones,
- his children and only heirs-at-law.

ANTE-NUPTIAL
SETTLEMENT.

HELEN JONES, *of 1st part,*
WOODBURY LANGDON,

of 2d part,

JAMES I. JONES, GEORGE JONES

GEORGE A. JONES, *and*

LEWIS C. JONES,

of 3d part.

Dated 6th Nov., 1847.

Not recorded, but recited in Liber 706 Conveyances, 424.

RECITES the intended marriage of parties of first and second parts, her ownership of an undivided interest in farm in question, and other property, and the agreement of said Langdon and Helen Jones to assign the property in trust.

CONVEYS said property in trust to lease the same for one or more years, not exceeding, however, twenty years in the whole from the commencement of the term, which shall always commence in possession within three months from the date and

execution of the leases; to collect the rents, issues and profits thereof, apply the same to the payment of taxes, assessments, insurances, repairs, etc., and to pay over the residue to the party of the second part, for and during the rest, residue and remainder of his natural life, whether he survive the said party of the first part, or she him, and whether there be issue of the said marriage or not. The parties of the third part are authorized to make amicable partition of the said trust premises, and to execute deeds and releases in which the said parties of the first and second parts should unite, and also from time to time to sell and convey the said trust, premises, or any part or parts thereof, or the share of the said party of the first part therein, provided they, the said parties of the first and second parts, should unite in the deeds thereof, and in their execution, acknowledgement and delivery. And it was thereby expressly agreed between all the parties to the said indenture, that the several trusts therein created and the estate thereby conveyed, should cease and terminate at the death of the said party thereto of the second part, and that should the said party of the first part thereto survive the said party of the second part, the said trust, property and estate should immediately revert to and revest in her in the same manner as the same existed before the execution of the said indenture.

SUPREME COURT.

EDMUND H. SCHERMERHORN

against

JAMES I. JONES *and* ELIZABETH JONES, *his wife*, EDMUND H. PENDLETON *and* FRANCES MARIA PENDLETON, *his wife*, REBECCA JONES, WOODBURY LANGDON *and* HELEN LANGDON, *his wife*, LEWIS C. JONES *and* CATHARINE JONES, *his wife*, ALICE JONES, JOHN JONES SCHERMERHORN, WILLIAM C. SCHERMERHORN *and* ANNE E. H. SCHERMERHORN, *his wife*, ELLEN SCHERMERHORN, HENRY A. SCHERMERHORN, FREDERICK A. SCHERMERHORN, JAMES I. JONES, GEORGE JONES, GEORGE A. JONES *and* LEWIS C. JONES, *Trustees for said* HELEN LANGDON *and* JAMES I. JONES, *sole surviving trustee for said* FRANCES M. PENDLETON.

BENJ. D. SILLIMAN,
Plaintiffs' Attorney.

1854—November 29. Complaint in partition filed.

October 12. Order that Dayton Hobart be appointed guardian of Ellen Schermerhorn, Henry A. Schermerhorn and Frederick A. Schermerhorn, on petition of said Ellen, an infant over 14 years, and of Adeline E. Schermerhorn, the mother

of the other two, who were infants under fourteen years.

- 1854—December 6. Amended complaint filed.
- December 7. Answer of said infants filed.
- December 7. Answer of John Jones Schermerhorn, William C. Schermerhorn and Ann E. H., his wife, filed, Dayton Hobart, Esq., being their attorney.
- December 7. Answer of James I. Jones and Elizabeth, his wife, Edmund H. Pendleton and Frances M., his wife, Rebecca Jones, Woodbury Langdon and Helen, his wife, Lewis C. Jones and Catharine, his wife, Alice Jones, James I. Jones, George Jones, George A. Jones and Lewis C. Jones, Trustees for said Helen Langdon, and James I. Jones, sole trustee, etc., filed, Benjamin K. True being their attorney.
- December 9. Order of reference to William C. Wetmore, on title, etc., entered upon consent.
- December 30. Master's report on title filed.
- December 30. Decree of partition entered. George B. Smith, Andrian H. Muller and James Cruikshank were appointed Commissioners of Partition.
- 1855—February 6. Order to file bond of guardian *nunc pro tunc* as of 12th October, 1854.
- June 23. Commissioners' report of partition filed.
- June 23. Final decree of partition entered.

The Commissioners caused a map to be made of both said sub-divisions number three and six, which is filed in Register's

office in Case 203. The lots comprising sub-division number three were allotted by them as follows :

To Edmund H. Schermerhorn, lots numbered 28, 31, 32, 72, 77, 78, 68, 69, 144, 145, 146, 239, 236, 268, 262, 273, 261, 274, and colored red on said map.

To William C. Schermerhorn, lots numbered 27, 35, 36, 73, 81, 82, 64, 65, 142, 143, 147, 238, 232, 231, 265, 264, 271, colored light brown on said map.

To John Jones Schermerhorn, lots numbered 26, 33, 34, 74, 75, 70, 76, 148, 149, 150, 237, 235, 234, 263, 272, 269, 270, and colored dark brown on said map.

To Ellen Schermerhorn, Frederick A. Schermerhorn and Henry A. Schermerhorn, lots numbered 25, 29, 30, 71, 79, 66, 67, 80, 141, 151, 152, 240, 233, 266, 267, and colored purple on said map.

To Lewis C. Jones, lots numbered 21, 16, 17, 18, 86, 60, 87, 59, 105, 106, 107, 108, 162, 163, 159, 160, 241, 242, 249, 286, 226, 204, 227, 203, 140, 139, 138, 137, and colored yellow on said map.

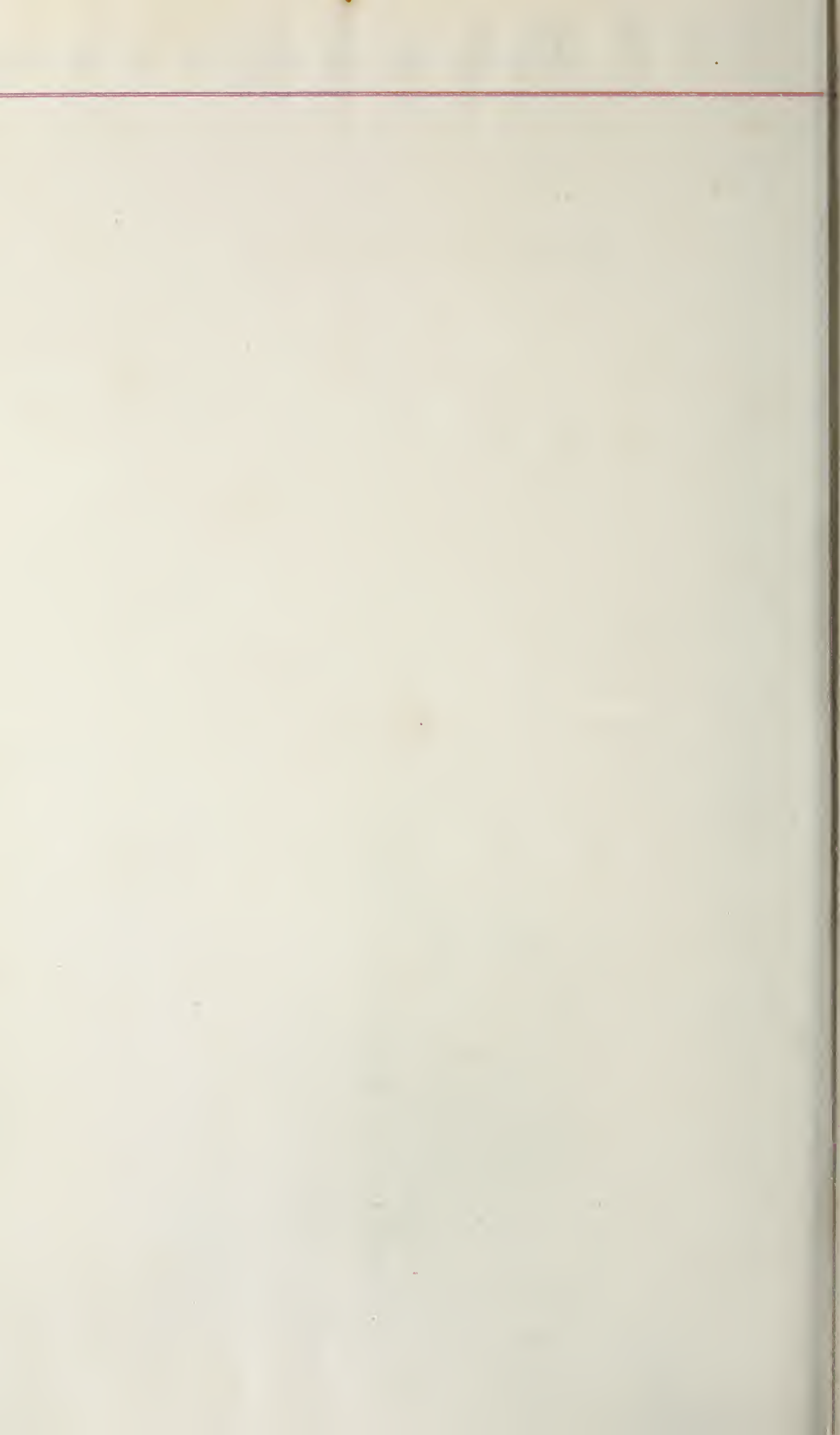
To Alice Jones, lots numbered 23, 24, 19, 20, 88, 58, 89, 57, 99, 103, 104, 101, 102, 161, 156, 157, 158, 245, 246, 247, 288, 248, 287, 224, 206, 225, 205, 128, 129, 130, 131, and colored blue on said map.

To the Trustees of Helen Langdon, lots numbered 22, 13, 14, 15, 83, 63, 84, 62, 85, 61, 98, 100, 164, 153, 154, 155, 243, 244, 250, 285, 228, 202, 229, 230, 132, 133, 134, 135, 136, colored grey on said map.

To James I. Jones, lots numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 90, 91, 92, 93, 94, 95, 96, 97, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 177, 178, 179, 180, 181,

182, 183, 184, 185, 186, 187, 188, 120, 121, 122,
123, 124, 125, 126, 127, and colored green on
said map.

To the Trustees of Frances M. Pendleton, lots 37, 38, 39, 40,
41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53,
54, 55, 56, 109, 110, 111, 112, 113, 114, 115,
116, 117, 118, 119, 165, 166, 167, 168, 169, 170,
171, 172, 173, 174, 175, 176, 189, 190, 191, 192,
193, 194, 195, 196, 197, 198, 199, 200, 201, 251,
252, 253, 254, 255, 256, 257, 258, 259, 260, 275,
276, 277, 278, 279, 280, 281, 282, 283, 284, col-
ored orange on said map.



INDEX BY STREETS.

EAST OF FIRST AVENUE.

Between what Streets.	NAME OF TRACT.	To Whom Abstract is Continued.	Pages of Abstract.	Pages of Maps.
39th to 42d.....	Turtle Bay, Subd. No. 1.....	Gertrude Cutting.....	35 to 46	2, 14, 16, 35
42d to 43d.....	" Subd. No. 2.....	Allen and Morton.....	57 to 70	2, 14, 16, 57
43d to 44th.....	" Subd. No. 4.....	J. N. Cushman, Master.....	83 to 92	2, 14, 16, 83
44th to 45th.....	" Subd. No. 5.....	Joseph A. Voisin.....	83 to 96	
45th to 46th.....	" Subd. No. 5.....	Isaac M. Woolley.....	97 to 102	2, 14, 16, 97
46th to 47th.....	" Subd. No. 6.....	Benjamin Loder.....	97 to 108	
47th to 48th.....	" Subd. No. 6.....	W. B. Lawrence, Jr.....	109 to 117	2, 14, 16, 109
48th to 49th.....	James Beekman.....	James W. Beekman.....	119 to 138	119, 121
49th to 50th.....	".....	".....	"	"
50th to 51st.....	Catherine Livingston.....	D. Hobart, Referee.....	141 to 150	119, 141
51st to 52d.....	James Beekman.....	James W. Beekman.....	119 to 138	119, 121
52d to 53d.....	Catherine Livingston.....	D. Hobart, Referee.....	141 to 150	119, 141
53d to 54th.....	George Youle.....	S. Cowdrey, Master.....	151 to 162	119, 151
54th to 55th.....	".....	".....	"	"
55th to 56th.....	Thos. Buchanan.....	Goelet vs. Buchanan.....	163 to 172	115, 163
56th to 57th.....	".....	".....	"	"
57th to 58th.....	Thomas C. Pearsall.....	T. A. Emmet, Master.....	179 to 188	119, 179
58th to 59th.....	".....	".....	"	"
59th to 60th.....	Philip Brasher.....	Philip Brasher.....	189 to 198	119, 189
60th to 61st.....	Thomas C. Pearsall.....	T. A. Emmet, Master.....	179 to 188	119, 179
61st to 62d.....	Philip Brasher.....	Philip Brasher.....	189 to 198	119, 189
62d to 63d.....	A. and W. Beekman.....	John Beekman.....	227 to 247	119, 227
63d to 64th.....	".....	".....	"	"
64th to 66th.....	Widow Hardenbrook.....	Peter Schermerhorn.....	271 to 286	249, 271
".....	A. and W. Beekman.....	John Beekman.....	227 to 247	119, 227
".....	Peter Sawyer.....	Fitch and Crumbie.....	249 to 270	249
66th to 67th.....	Widow Hardenbrook.....	Peter Schermerhorn.....	271 to 286	249, 271
67th to 68th.....	Louvre, Subd. No. 1.....	".....	301 to 314	249, 301
68th to 69th.....	" Subd. No. 2.....	Jones vs. Jones.....	315 to 325	249, 315
69th to 70th.....	" Subd. No. 3.....	Schermerhorn vs. Jones.....	327 to 350	249, 327
70th to 71st.....	" Subd. No. 4.....	Isaac C. Jones.....	351 to 358	249, 351
71st to 72d.....	" Subd. No. 3.....	Schermerhorn vs. Jones.....	327 to 350	249, 327
72d to 73d.....	" Subd. No. 4.....	Isaac C. Jones.....	351 to 358	249, 351
73d to 75th.....	" Subd. No. 5.....	Frances M. Pendleton.....	359 to 366	249, 359
	" Subd. No. 6.....	Schermerhorn vs. Jones.....	367 to 390	249, 367

BETWEEN SECOND AND THIRD AVENUES.

Between what Streets.	NAME OF TRACT.	To Whom Abstract is Continued.	Pages of Abstract.	Pages of Maps.
41st to 45th.....	Martin Smith.....	Thos. E. Davis.....	3 to 10, 47 to 56	2, 3, 34
44th to 45th.....	Turtle Bay, Subd. No. 1.....	" ".....	47 to 56	2, 14, 16, 34
45th to 46th.....	" Subd. No. 3.....	D. W. Kissam.....	71 to 81	2, 14, 16, 71
46th to 47th.....	" Subd. No. 1.....	Thos. E. Davis.....	47 to 56	2, 14, 16, 34
47th to 48th.....	" Subd. No. 5.....	Isaac. M. Woolley.....	97 to 108	2, 14, 16, 97
48th to 49th.....	" Subd. No. 6.....	W. B. Lawrence.....	109 to 117	2, 14, 16, 109
49th to 50th.....	Brevoort and Odell.....	Brevoort and Odell.....	173 to 178	119, 173
" ".....	Turtle Bay, Subd. No. 6.....	W. B. Lawrence.....	109 to 117	2, 14, 16, 109
" ".....	James Beekman.....	James W. Beekman.....	119 to 138	119, 121
50th to 51st.....	Brevoort and Odell.....	Brevoort and Odell.....	173 to 178	119, 173
" ".....	James Beekman.....	James W. Beekman.....	119 to 138	119, 121
51st to 52d.....	Catherine Livingston.....	D. Hobart, Referee.....	141 to 150	119, 141
" ".....	Brevoort and Odell.....	Brevoort and Odell.....	173 to 178	119, 173
52d to 56th.....	" ".....	" ".....	" ".....	" ".....
56th to 57th.....	" ".....	" ".....	" ".....	" ".....
57th to 59th.....	Thos. A. Emmet.....	Thos. A. Emmet.....	199 to 208	119, 199
59th to 60th.....	" ".....	" ".....	" ".....	" ".....
60th to 62d.....	Adam Tredwell.....	Adam Tredwell.....	209 to 225	119, 209
62d to 63d.....	" ".....	" ".....	" ".....	" ".....
63d to 64th.....	W. and A. Beekman.....	Beekman vs. Van Cortlandt.....	227 to 247	119, 227
64th to 65th.....	" ".....	" ".....	" ".....	" ".....
65th to 66th.....	Peter Sawyer.....	Fitch and Crumie.....	249 to 270	249
66th to 67th.....	Widow Hardenbrook.....	Peter Schermerhorn.....	271 to 286	249, 271
67th to 68th.....	" ".....	" ".....	" ".....	" ".....
68th to 69th.....	Louvre, Subd. No. 1.....	" ".....	301 to 314	249, 301
69th to 70th.....	" Subd. No. 2.....	Jones vs. Jones.....	315 to 325	249, 315
70th to 71st.....	" Subd. No. 3.....	Schermerhorn vs. Jones.....	327 to 350	249, 327
71st to 72d.....	" ".....	" ".....	" ".....	" ".....
72d to 73d.....	" Subd. No. 4.....	Isaac C. Jones.....	351 to 358	249, 351
73d to 74th.....	" Subd. No. 5.....	Frances M. Pendleton.....	359 to 366	249, 359
74th to 75th.....	" Subd. No. 6.....	Schermerhorn vs. Jones.....	367 to 390	249, 367

PORTIONS WEST OF THIRD AVENUE.

Between what Streets.	NAME OF TRACT.	To Whom Abstract is Continued.	Pages of Abstract.	Pages of Maps.
42d to 45th.....	Martin Smith.....	Martin Smith.....	3 to 14	2, 3
48th to 54th.....	Brevoort and Odell.....	Brevoort and Odell.....	173 to 178	119, 173
56th to 57th.....	" ".....	" ".....	" ".....	" ".....
57th to 60th.....	Thos. A. Emmet.....	Thos. A. Emmet.....	199 to 208	119, 199
60th to 62d.....	Adam Tredwell.....	Palmer and Elliott.....	209 to 225	119, 225
62d to 63d.....	" ".....	" ".....	" ".....	" ".....
63d to 65th.....	W. and A. Beekman.....	Beekman vs. Van Cortlandt.....	227 to 247	119, 227

ALPHABETICAL INDEX, BY NAME, OF TRACTS.

Name of Tract.	Pages of Abstract.
Bestman, Abraham and William..	227 to 247
" James, Subd. 1.....	119 to 133
" " " 2.....	119 to 138
" " " 3.....	119 to 133, 139
Brasher, Philip.....	189 to 198
Brevoort and Odell.....	173 to 178
Buchanan, Thomas.....	163 to 172
Emmet, Thomas Addis.....	199 to 248
Hardenbrook, Ann.....	271 to 286
Livingston, Catharine.....	141 to 150
Louvre, General Title.....	287 to 300
" Subd. 1.....	301 to 314
" " 2.....	315 to 325
" " 3.....	327 to 330
" " 4.....	331 to 338

Name of Tract.	Pages of Abstract.
Louvre, Subd. 5.....	359 to 366
" " 6.....	367 to 390
Pearsall, Thomas C.....	179 to 188
Sawyer, Peter.....	249 to 270
Smith, Martin.....	3 to 14, 47 to 56
Tredwell, Adam.....	209 to 226
Turtle Bay, General Title.....	15 to 34
" Subd. 1.....	35 to 56
" " 2.....	57 to 70
" " 3.....	71 to 81
" " 4.....	83 to 96
" " 5.....	97 to 108
" " 6.....	109 to 117
Youle, George.....	151 to 162

APPENDIX.

TABLE OF CHAINS REDUCED TO FEET.

Chains.	Feet.	Chains.	Feet.	Chains.	Feet.	Chains.	Feet.	Chains.	Feet.
1	.66	7	462	13	858	19	1,254	25	1,650
2	1.32	8	528	14	924	20	1,320	26	1,716
3	1.98	9	594	15	990	21	1,386	27	1,782
4	2.64	10	660	16	1,056	22	1,452	28	1,848
5	3.30	11	726	17	1,122	23	1,518	29	1,914
6	3.96	12	792	18	1,188	24	1,584	30	1,980

TABLE OF LINKS REDUCED TO FEET AND DECIMALS OF A FOOT.

Links.	Feet.	Links.	Feet.	Links.	Feet.	Links.	Feet.	Links.	Feet.
1	.66	9	5.94	17	11.22	45	29.7	85	56.1
2	1.32	10	6.6	18	11.88	50	33.	90	59.4
3	1.98	11	7.26	19	12.54	55	36.3	95	62.7
4	2.64	12	7.92	20	13.2	60	39.6	100	66.
5	3.3	13	8.58	25	16.5	65	42.9	----	----
6	3.96	14	9.24	30	19.8	70	46.2	----	----
7	4.62	15	9.9	35	23.1	75	49.5	----	----
8	5.28	16	10.56	40	26.4	80	52.8	----	----

The following Table of the annual Westerly variation of the magnetic needle at New York City is taken from an article by Charles A. Schott, United States Coast Survey, published in the American Journal of Science for 1860.

TABLE OF MAGNETIC VARIATIONS EXPRESSED IN DEGREES AND DECIMALS OF A DEGREE.

Year.	Degrees.	Year.	Degrees.	Year.	Degrees.	Year.	Degrees.	Year.	Degrees.
1680	3.8	1720	7.6	1760	5.2	1800	4.2	1840	5.73
1690	3.7	1730	7.	1770	4.7	1810	4.3	1850	6.37
1700	8.5	1740	6.4	1780	4.4	1820	4.7	1860	7.01
1710	8.	1750	5.8	1790	4.2	1830	5.16	----	----

Schott's formula by which the above Table was computed is as follows :
 $D = + 6.47 - 2.32 \text{ Cosine } (1.6 n + 55)$. D indicates the west declination and n the number of years (and fractions of a year) from 1830. Positive for years after, and negative for years before 1830. For further information and data of actual observations see Silliman's Journal of Science, etc., for the years 1833, 1840, 1842, 1860 and 1866. United States Coast Survey Reports for 1855 and subsequent years, and Gillespie's Surveying, page 205.









